Jennifer Wood Mayor

J. Carlos Gomez Mayor Pro Tem

Chuck McGuire Councilmember

Donald Parris
Councilmember

Eugene Stump Councilmember



# **AGENDA**

CITY OF CALIFORNIA CITY
CITY COUNCIL

Tuesday September 25, 2018 Regular Meeting 6:00 pm

Council Chambers 21000 Hacienda Blvd. California City, Ca 93505

If you need special assistance to participate in this meeting, please contact the City Clerk's office at (760) 373-7140. Notification of 72 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. (28 CFR 35.102-35.104 American Disabilities Act Title II)

**NOTE:** Any writings or documents provided to a majority of the City Council regarding any item on this agenda is available for public inspection in the City Clerk's office at City Hall located at 21000 Hacienda Blvd, California City, Ca during normal business hours, except such documents that relate to closed session items or which are otherwise exempt from disclosure under applicable laws. These writings are also available for review in the public access binder in the Council Chambers at the time of the meeting

**LATE COMMUNICATIONS:** Following the posting of the agenda any emails, writings or documents that the public would like to submit to the council must be received by the City Clerk no later than 3pm the Monday prior to the meeting. Past that deadline citizens may bring these items directly to the meeting. Please bring 10 copies for distribution to council, staff and the public.

\*\*At this time, please take a moment to turn off your cell phones\*\*

# **CALL TO ORDER**

# PLEDGE OF ALLEGIANCE / INVOCATION

# **ROLL CALL**

Councilmembers McGuire, Parris, Stump, Mayor Pro Tem Gomez, Mayor Wood

# **ADOPT THE AGENDA**

# CITY CLERK REPORTS / LATE COMMUNICATIONS

# **PRESENTATIONS**

City Treasurer Keith Middleton – August 2018 Report of Investment

# STAFF ANNOUNCEMENTS / REPORTS

Police Chief Hurtado - Department Update

Fire Chief David Goodell - Department Update

Public Works Director Platt - Department Update

Budget Analyst Foster - Department Update

Parks Manager Daverin - Parks and Recreation Update

City Manager Stockwell - City Update

AB 1234 - Council Updates

# CIVIC / COMMUNITY / ORGANIZATIONS ANNOUNCEMENTS

<u>PUBLIC BUSINESS FROM THE FLOOR</u> This portion of the meeting is reserved for persons desiring to address the City Council on any matter not on this agenda, and over which the City Council has jurisdiction. Please state your name for the record and limit your comments to three minutes.

<u>CONSENT CALENDAR</u> All items on the consent calendar are considered routine and non-controversial and will be approved by one motion if no member of the Council, staff or public wishes to comment or ask questions. (Public comments to be limited to three minutes) Roll call vote required.

- CC 1. Approve City Check Register dated through 09/20/18
- CC 2. Approve Transit Asset Management Plan (TAM) (New required mandate to continue receiving Section 5311 funding)

# **NEW BUSINESS**

NB 1. <u>Granicus Software: Peak Agenda Management</u>- Public Works Director Platt, presentation by Drew Baker, Granicus Account Executive

# Recommendation

Council discuss and authorize the purchase and installation of the Granicus Software Suite

# NB 2. <u>Proposed Project: Demolition and Removal of Structures and Debris at Lakeview Mobile Home Park</u> — Building Official Barragan

# Recommendation

Council discuss, authorize the City Manager to execute a contract, with form approved by the City Attorney, with Krazan and Associates, for the testing of possible hazardous materials within the structures, and Parker Construction for the demolition of the structures.

NB 3. Proposed Ordinance: Amending Chapter 3 of Title 4 to include Bird Dog Trials – Police Chief Hurtado

# Recommendation

Council discuss and Give First Reading, by Title only, with Further Reading Waived, of "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CALIFORNIA CITY AMENDING CHAPTER 3 (FIREARMS) OF TITLE 4 (PUBLIC SAFETY) OF THE CALIFORNIA CITY MUNICIPAL CODE REGULATING FIREARMS"

NB 4. Proposed Airport Event: 2018 Race of Champions "Giant Scale Pylon Racing" – Public Works Director Platt

# Recommendation

Council discuss and approve the event as presented. Payment of all fees are required following approval by City Council, prior to the date of the event.

# **COUNCIL AGENDA**

This portion of the meeting is reserved for council members to present information, announcements, and items that have come to their attention. The Brown Act precludes Council, staff or public discussion. Short staff responses are appropriate. The Council will take no formal action. A Council member may request the City Clerk to calendar an item for consideration at a future meeting or refer an item to staff.

Councilmember McGuire Councilmember Parris Councilmember Stump Mayor Pro Tem Gomez Mayor Wood

# **ADJOURNMENT**

**AFFIDAVIT OF POSTING**: This agenda was posted on all official City bulletin boards, the City's website and agenda packets were completely accessible to the public at City Hall at least 72 hours prior to the Council Meeting.

Denise Hilliker, City Clerk

Report Criteria:

Report type: Invoice detail Vendor.Vendor Number = {<>} 1039 Bank.Bank Number = 1

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
09/18	09/20/2018	91318	City Of Cal City-General	Monthly Utility Billing 9/13	102826.01 09/13/1	1,300.49	1,300.49
09/18	09/20/2018	91318	City Of Cal City-General	Monthly Utility Billing 9/13	102827.02 09/13/1	1,128.17	1,128.17
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09/18	09/20/2018	91318	City Of Cal City-General	Monthly Utility Billing 9/13	103211.01 09/13/1	817.46	817.46
09/18	09/20/2018	91318	City Of Cal City-General	Monthly Utility Billing 9/13	106793.01 09/13/1	289.29	289.29
09/18	09/20/2018	91318	City Of Cal City-General	Monthly Utility Billing 9/13	106796.01 09/13/1	26,217.95	26,217.95
09/18	09/20/2018	91318	City Of Cal City-General	Monthly Utility Billing 9/13	106797.01 09/13/1	13,864.49	13,864.49
09/18	09/20/2018	91318	City Of Cal City-General	Monthly Utility Billing 9/13	106798.01 09/13/1	37,381.00	37,381.00
09/18	09/20/2018	91318	City Of Cal City-General	Monthly Utility Billing 9/13	106799.01 09/13/1	7,556.62	7,556.62
09/18	09/20/2018	91318	City Of Cal City-General	Monthly Utility Billing 9/13	106800.01 09/13/1	113.70	113.70
09/18	09/20/2018	91318	City Of Cal City-General	Monthly Utility Billing 9/13	106800.01 09/13/1	23,098.43	23,098.43
09/18	09/20/2018	91318	City Of Cal City-General	Monthly Utility Billing 9/13	106802.01 09/13/1		327.87
09/18	09/20/2018	91318	City Of Cal City-General	Monthly Utility Billing 9/13	106804.01 09/13/1	1,139.84	1,139.84
09/18	09/20/2018	91318	City Of Cal City-General	Monthly Utility Billing 9/13	106805.01 09/13/1	458.97	458.97
09/18	09/20/2018	91318	City Of Cal City-General	Monthly Utility Billing 9/13	106806.01 09/13/1	23,713.49	23,713.49
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09/18	09/20/2018	91318	City Of Cal City-General	Monthly Utility Billing 9/13	106807.01 09/13/1	2,533.06	2,533.06
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09/18	09/20/2018	91318	City Of Cal City-General	Monthly Utility Billing 9/13 Monthly Utility Billing 9/13	106810.01 09/13/1	303.69	303.69
09/18	09/20/2018	91318	City Of Cal City-General	Monthly Utility Billing 9/13	106812.01 09/13/1	1,157.12	1,157.12
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09/18	09/20/2018	91318	City Of Cal City-General	Monthly Utility Billing 9/13	106815.01 09/13/1	90.66	90.66
09/18	09/20/2018	91318	City Of Cal City-General	Monthly Utility Billing 9/13	106816.01 09/13/1	99.30	99.30
09/18	09/20/2018	91318	City Of Cal City-General	Monthly Utility Billing 9/13	106817.01 09/13/1	54.28	54.28
09/18	09/20/2018	91318	City Of Cal City-General	Monthly Utility Billing 9/13	106818.01 09/13/1	90.66	90.66
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09/18	09/20/2018	91318	City Of Cal City-General	Monthly Utility Billing 9/13	106820.01 09/13/1	289.29	289.29
09/18	09/20/2018	91318	City Of Cal City-General	Monthly Utility Billing 9/13	106821	289.29	289.29
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09/18	09/20/2018	91318	City Of Cal City-General	Monthly Utility Billing 9/13	106830.01 09/13/1	92.62	92.62
09/18	09/20/2018	91318	City Of Cal City-General	Monthly Utility Billing 9/13	106831.01 09/13/1	1,953.99	1,953.99
09/18	09/20/2018	91318	City Of Cal City-General	Monthly Utility Billing 9/13	106832.01 09/13/1	414.09	414.09
09/18	09/20/2018	91318	City Of Cal City-General	Monthly Utility Billing 9/13	106838.01 09/13/1	54.28	54.28
09/18	09/20/2018	91318	City Of Cal City-General	Monthly Utility Billing 9/13	106839.01 09/13/1	90.66	90.66
09/18	09/20/2018	91318	City Of Cal City-General	Monthly Utility Billing 9/13	106842.01 09/13/1	54.28	54.28
09/18	09/20/2018	91318	City Of Cal City-General	Monthly Utility Billing 9/13	106843.01 09/13/1	90.66	90.66
09/18	09/20/2018	91318	City Of Cal City-General	Monthly Utility Billing 9/13	106844.01 09/13/1	90.66	90.66
09/18	09/20/2018	91318	City Of Cal City-General	Monthly Utility Billing 9/13	106845.01 09/13/1	90.66	90.66
09/18	09/20/2018	91318	City Of Cal City-General	Monthly Utility Billing 9/13	106847.01 09/13/1	428.37	428.37
-		91318	City Of Cal City-General	Monthly Utility Billing 9/13	106848.01 09/13/1	72.40	72.40
09/18	09/20/2018	91318	City Of Cal City-General	Monthly Utility Billing 9/13	106849.01 09/13/1	90.66	90.66
09/18 09/18	09/20/2018 09/20/2018	91318	City Of Cal City-General	Monthly Utility Billing 9/13	106861.01 09/13/1	54.28	54.28
09/18	09/20/2018	91318	City Of Cal City-General	Monthly Utility Billing 9/13	106863.01 09/13/1	60.04	60.04
09/18	09/20/2018	91318	City Of Cal City-General	Monthly Utility Billing 9/13	106872.01 09/13/1	55,773.54	55,773.54
09/18	09/20/2018	91318	City Of Cal City-General	Monthly Utility Billing 9/13	106873.01 09/13/1	54.28	54.28
09/10	07/20/2010	71310	city of car city-deficial	Monthly other bining 7/13	1000/0.010//10/1	0 1,20	5 1,20

California City				neck Register - City Council Meeting ck Issue Dates: 9/7/2018 - 9/20/2018 Sep 20			
GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
09/18	09/20/2018	91318	City Of Cal City-General	Monthly Utility Billing 9/13	106931.01 09/13/1	305.67	305.67
То	tal 91318:	•				-	216,557.37
09/18	09/18/2018	103584	JBL Associates	Construction Trash Deposit	X16606X	500.00	500.00
То	tal 103584:					_	500.00
09/18	09/18/2018			High Speed Internet PD	022502-5 090118	173.98	173.98
09/18	09/18/2018	103585	Frontier	Pool Building Phone Servic	060418-5 090418	60.31	60.31
Tot	tal 103585:					-	234.29
09/18	09/18/2018	103586	PARSAC	1/2 SIR Deductible	CC045 082318	50,000.00	50,000.00
Tot	tal 103586:					-	50,000.00
09/18 09/18	09/18/2018 09/18/2018	103587 103587		City Electricity Aspen Mall Lighting	2-01-388-5074 090 2-29-857-0987 090	97,826.96 144.76	97,826.96 144.76
Tot	tal 103587:			•			97,971.72
09/18 09/18	09/18/2018 09/18/2018	103588 103588	Stockwell, Robert Stockwell, Robert	CM Office Supplies Mileage KCAC Dinner	071182 MILEAGE 082718	41.37 53.85	41.37 53.85
Tot	tal 103588:					_	95.22
09/18 09/18 09/18	09/18/2018 09/18/2018 09/18/2018	103590 103590 103590	Verizon Wireless	MDC Aircards Verizon Cell Phones PW Landlines	9812935554 9813582219 9813582220	260.04 1,903.47 192.12	260.04 1,903.47 192.12
·	tal 103590:					•	2,355.63
09/18	09/18/2018	103591	Verizon	Broadband Service Police D	68315229	179 <b>.</b> 98	179.98
•	tal 103591:						179.98
09/18	09/20/2018	103592	661 Communications	Dispatch Radio Upgrade an	1329	3,105.22	3,105.22
	tal 103592:						3,105.22
09/18	09/20/2018	103593	A Crystal Water	Bottled Water	005449	24.00	24.00
Tot	tal 103593:		·			-	24.00
09/18	09/20/2018	103594	Academic Entertainment Inc	Dumpster Doug Performan	12959-2	1,144.00	1,144.00
Tot	tal 103594:			- <del>-</del>		-	1,144.00
09/18	09/20/2018	103595	Alexander's Contract Services	Meter Readers	201809030081	5,455.58	5,455.58
То	tal 103595:					•	5,455.58
09/18	09/20/2018	103596	American Red Cross	CPR Certs, First Aid Trainin	18242	78.00	78.00
То	tal 103596:					-	78.00
09/18	09/20/2018	102507	American Solutions for Busine	Promotional Fliers for OHV	INV03730662	826.64	826.64

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	Check Issue Dates: 9/7/2018 - 9/20/2018	Sep 20, 2018 10:53AM

GL Period	Check	Check					
	Issue Date	Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
То	otal 103597:					-	826.64
09/18	09/20/2018		AmeriPride	Uniform Maintenance	2100707777	233.00	233.00
09/18	09/20/2018	103598	AmeriPride	Uniform Maintenance	2100709118	233.19 -	233.19
То	tal 103598:					-	466.19
09/18 09/18	09/20/2018 09/20/2018		AV Fuel Corporation AV Fuel Corporation	Jet Fuel Jet Fuel	010892989 011233970	10,184.59 8,549.40	10,184.59 8,549.40
То	tal 103599:					_	18,733.99
09/18	09/20/2018	103600	AVEK	Purchased Water Aug2018	25427	92,752.80	92,752.80
То	tal 103600:					_	92,752.80
09/18	09/20/2018	103601	B C Laboratories, Inc	Water Testing	B311253	65.00	65.00
09/18	09/20/2018	103601	B C Laboratories, Inc	Water Testing	B311519	20.00	20.00
09/18	09/20/2018	103601	B C Laboratories, Inc	Water Testing	B311603	20.00	20.00
09/18	09/20/2018	103601	B C Laboratories, Inc	Water Testing	B311658	20.00	20.00
09/18	09/20/2018	103601	B C Laboratories, Inc	Water Testing	B311659	20.00	20.00
09/18	09/20/2018	103601	B C Laboratories, Inc	Water Testing	B311660	52.00	52.00
09/18	09/20/2018	103601	B C Laboratories, Inc	Water Testing	B311836	20.00	20.00
09/18	09/20/2018	103601	B C Laboratories, Inc	Water Testing	B311943	20.00	20.00
09/18	09/20/2018	103601	B C Laboratories, Inc	Water Testing	B312060	20.00	20.00
09/18	09/20/2018	103601	B C Laboratories, Inc	Water Testing	B312093	20.00	20.00
09/18	09/20/2018	103601	B C Laboratories, Inc	Water Testing	B312094	20.00	20.00
09/18	09/20/2018	103601	B C Laboratories, Inc	Water Testing	B312095	78.00	78.00
09/18	09/20/2018	103601	B C Laboratories, Inc	Water Testing	B312721	20.00	20.00
09/18	09/20/2018		B C Laboratories, Inc	Water Testing	B312976	20.00	20.00
09/18	09/20/2018		B C Laboratories, Inc	Water Testing	B313070	365.00	365.00
09/18	09/20/2018		B C Laboratories, Inc	Water Testing	B313211	20.00	20.00
09/18	09/20/2018		B C Laboratories, Inc	Water Testing	B313212	20.00	20.00
09/18	09/20/2018	103601	B C Laboratories, Inc	Water Testing	B313213	78.00	78.00
09/18	09/20/2018		B C Laboratories, Inc	Water Testing	B313389	230.00	230.00
09/18	09/20/2018		B C Laboratories, Inc	Water Testing	B313484	20.00	20.00
09/18	09/20/2018		B C Laboratories, Inc	Water Testing	B313576	20.00	20.00
09/18 09/18	09/20/2018 09/20/2018		B C Laboratories, Inc	Water Testing	B313782	20.00	20.00
09/18	09/20/2018		B C Laboratories, Inc B C Laboratories, Inc	Water Testing	B313828	20.00	20.00
09/18	09/20/2018		B C Laboratories, Inc	Water Testing Water Testing	B313829	20.00 78.00	20.00
09/18	09/20/2018		B C Laboratories, Inc	Water Testing	B313830		78.00
09/18	09/20/2018		B C Laboratories, Inc	Water Testing	B314089 B314099	20.00 240.00	20.00 240.00
09/18	09/20/2018		B C Laboratories, Inc	Water Testing	B314161	20.00	20.00
09/18	09/20/2018		B C Laboratories, Inc	Water Testing	B314251	150.00	150.00
09/18	09/20/2018		B C Laboratories, Inc	Water Testing	B314283	20.00	20.00
09/18	09/20/2018		B C Laboratories, Inc	Water Testing	B314297	78.00	78.00
09/18	09/20/2018		B C Laboratories, Inc	Water Testing	B314298	52.00	52.00
09/18	09/20/2018		B C Laboratories, Inc	Water Testing	B314398	20.00	20.00
09/18	09/20/2018		B C Laboratories, Inc	Water Testing	B314399	20.00	20.00
09/18	09/20/2018		B C Laboratories, Inc	Water Testing	B314445	920.00	920.00
09/18	09/20/2018		B C Laboratories, Inc	Water Testing	B314501	660.00	660.00
Tot	al 103601:					-	3,506.00
09/18	09/20/2018		Bound Tree Medical	DEA License HeartStart & S	82972683	587.60	587.60
09/18	09/20/2018	103602	Bound Tree Medical	PD Medical Supplies	82974128	104.25	104.25

Californ	ia City			Register - City Council Meeting ue Dates: 9/7/2018 - 9/20/201	18	Sep 2	Page: 0, 2018 10:53 <i>i</i>
GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
То	tal 103602:					-	691.85
09/18	09/20/2018	103603	Byerly Veterinary Service	DEA License Use & Log Ins	10435	90.00	90.00
То	tal 103603:					•	90.00
09/18	09/20/2018	103604	Carrot Top Industries	US Flags Made frin Plastic B	39932600	441.37	441.37
То	tal 103604:				,	•	441.37
09/18	09/20/2018	103605	Central Valley Occupational	Duo anandaranana hadian	00220570 00	77.00	gg c oo
09/18	09/20/2018	103605		Pre-employment hadley	00228570-00	776.00	776.00
09/18	09/20/2018	103605	Central Valley Occupational	Pre-employment Ortega	00230117-00	1,046.00	1,046.00
09/18	09/20/2018	103605	Central Valley Occupational	Pre-employment Boone	00262571-00	368.00	368.00
09/18	09/20/2018	103605	Central Valley Occupational Central Valley Occupational	Pre-employment Broussard	00263821-00	403.00	403.00
09/18	09/20/2018	103605		Pre-employment Karnazes	00265938-00	423.00	423.00
09/18	09/20/2018	103605	Central Valley Occupational	Pre-employment Heasley	00267993-00	383.00	383.00
09/18	09/20/2018	103605	Central Valley Occupational	Pre-employment Moser	00269939-00X	816.00	816.00
09/18	09/20/2018		Central Valley Occupational Central Valley Occupational	Pre-employment Layton	00271576-00	408.00	408.00
9/18	09/20/2018	103605		Pre-employment Robinson	00271966-00	461.40	461.40
9/18	09/20/2018	103605	Central Valley Occupational	Pre-employment Sebastian	00272281-00	368.00	368.00
09/18	09/20/2018	103605	Central Valley Occupational Central Valley Occupational	Pre-employment Aragon	00274437-00	408.00	408.00
9/18	09/20/2018	103605	Central Valley Occupational	Pre-employment Mamula Pre-emploument GSW	00281125-00 00285008-00	388.00 1,434.00	388.00 1,434.00
	tal 103605:		constant values of output contains	. To emploament dow	00203000-00	1,434,00	
09/18	09/20/2018	102606	Combined Contribute Cont	G . 15 Pl	701 0000		7,682.40
·		102000	Centrisys Centrifuge Systems	Centrifuge Flowmeter - 2"	PSI-20823	5,477.12 -	5,477.12
101	tal 103606;					-	5,477.12
09/18	09/20/2018	103607	City Hardware, Inc	OHV Hardware Supplies	100397 083118	560.04	560.04
09/18	09/20/2018	103607	City Hardware, Inc	PW Hardware Supplies	100402 083118	195.63	195.63
09/18	09/20/2018	103607	City Hardware, Inc	PD Hardware Supplies	100403 083118	131.62	131.62
9/18	09/20/2018	103607	City Hardware, Inc	Fire Building Maint Supplie	100405 083118	116.74	116.74
9/18	09/20/2018	103607	City Hardware, Inc	PW Hardware Supplies	100406 083118	1,441.68	1,441.68
9/18	09/20/2018	103607	City Hardware, Inc	PW Hardware Supplies	100407 083118	42.83	42.83
9/18	09/20/2018	103607	City Hardware, Inc	PW Hardware Supplies	100409 083118	1,111.09	1,111.09
9/18	09/20/2018	103607	City Hardware, Inc	PW Hardware Supplies	100410 083118	299.90	299.90
9/18	09/20/2018	103607	City Hardware, Inc	PW Hardware Supplies	100411 083118	372.93	372.93
Tot	al 103607:						4,272.46
09/18	09/20/2018	103608	CoreLogic Solutions	Metroscan Mapping Softwa	81916178	257.50	257.50
Tot	al 103608:						257.50
9/18	09/20/2018	103609	Craig, Jacqueline	LEVOC Conference PerDie	PERDIEM 100918	96.00	96.00
Tot	al 103609:						96.00
09/18	09/20/2018	103610	Department of Justice	Live Scan Fees Aug 2018	324597	430.00	430.00
Tot	al 103610:						430.00
09/18	09/20/2018	103611	Emergency Reporting	Fire & EMS Package Oct 18	2018_5881	325.58	325.58
Tot	al 103611:					<u></u>	325.58

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				33de Dates. 7/1/2010 - 7/20/201			0,2010 10.33A
GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
09/18	09/20/2018	103612	Expert Automotive	E19 Lube/Oil Change	46268	97.23	97.23
То	tal 103612:					-	97.23
09/18 09/18	09/20/2018 09/20/2018	103613 103613		WWTP Samples Mailing WWTP Samples Mailing	6-293-46405 6-300-82517	128.50 72.68	128.50 72.68
То	tal 103613:					_	201.18
09/18 09/18	09/20/2018 09/20/2018		Ferguson Waterworks Ferguson Waterworks	Golf Course Booster Pump Install Main, Poppy & North	0647643 0647757	1,865.62 289.76	1,865.62 289.76
То	tal 103614:					·	2,155.38
09/18	09/20/2018	103615	G2Solutions, Inc	LiveScanTransmittal Fees A	158603	11.25	11.25
То	tal 103615:					_	11.25
09/18	09/20/2018	103616	Haztech Systems, Inc	Hydrochloric Acid	12515	135.83	135.83
То	tal 103616:						135.83
09/18	09/20/2018	103617	Hemme Hay & Feed Inc.	12 Alfalfa and 2 Scratch	091218	241.72	241.72
То	tal 103617:					_	241.72
09/18	09/20/2018	103618	Highway Glass Co	Unit 315 Window Frame Re	109757	345.88	345.88
To	tal 103618:					-	345.88
09/18	09/20/2018	103619	Holloway Environmental	Biosolids Removal	376	740.80	740.80
To	tal 103619:						740.80
09/18 09/18	09/20/2018 09/20/2018	103620 103620	Interon LLC Interon LLC	Scanner Repair& Secure W PD Keyboard and Documen	3182 3188	1,150.00 81.18	1,150.00 81.18
Tot	tal 103620:					-	1,231.18
09/18 09/18 09/18 09/18 09/18 09/18 09/18	09/20/2018 09/20/2018 09/20/2018 09/20/2018 09/20/2018 09/20/2018 09/20/2018 09/20/2018	103621 103621 103621 103621 103621 103621	Jones & Mayer	Atty Fees Retainer Atty Fees Election Atty Fees Code End Atty Fees Lit Dacey Atty Fees Lit Kern Atty Fees Cannibis Atty Fees Successor Atty Fees TDS Golf	88528 88530 88531 88534 88535 88536 88540 88541	23,218.14 1,507.89 1,723.10 502.56 1,409.81 4,799.78 1,146.87 63.71	23,218.14 1,507.89 1,723.10 502.56 1,409.81 4,799.78 1,146.87 63.71
Tot	tal 103621:					-	34,371.86
09/18 09/18	09/20/2018 09/20/2018		Jones Chemicals Corp Inc Jones Chemicals Corp Inc	Chlorine Cylinders Deposit Refund	768628 768718	5,413.19 3,000.00-	5,413.19 3,000.00-
Tot	tal 103622:					-	2,413.19
09/18 09/18	09/20/2018 09/20/2018	103623 103623	Kieffe & Sons Ford Kieffe & Sons Ford	Unit 321 Post Pursuit Inspe Unit 3002 Repairs CR18-11	35972 36279	2,249.99 296.51	2,249.99 296.51

	Californi	a City			egister - City Council Meeting e Dates: 9/7/2018 - 9/20/201	.8	Sep 20	Page: 6 0,2018 10:53AM
	GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
,,	Tot	al 103623:					-	2,546.50
	09/18	09/20/2018	103624	LN Curtis and Sons	Batteries for Thermo Imagi	INV214478	433.66	433.66
	Tot	al 103624:					_	433.66
	09/18	09/20/2018	103625	M&M's Sports, Uniforms And	100 Custom Patches	42348	429.00	429.00
	Tot	al 103625:					_	429.00
•	09/18 09/18	09/20/2018 09/20/2018	103626 103626	Martha's Cleaning Service Martha's Cleaning Service	PD Monthly Cleaning City Hall Cleaning Aug 201	1675 1676	400.00 320.00	400.00 320.00
	Tot	al 103626:					_	720.00
	09/18	09/20/2018	103627	Mary Valenti, PhD Psychologis	Pre Employment Screening	090418	400.00	400.00
	Tot	al 103627:					_	400.00
•	09/18	09/20/2018	103628	McMaster Carr	WWTP Building Maint Part	72696160	187.80	187.80
	Tot	al 103628:					_	187.80
	09/18	09/20/2018	103629	Mediwaste Disposal	Biohazard Waste Service	0000057620	68.00	68.00
	Tot	al 103629:					_	68.00
	09/18	09/20/2018	103630	Middleton, Keith	Mileage Reimb to Bank of t	MILEAGE AUG2018	34.88	34.88
	Tot	al 103630:					_	34.88
	09/18 09/18	09/20/2018 09/20/2018	103631 103631	Mission Uniform Service Mission Uniform Service	Laundry Service PD Laundry Service PD	508146010 508198833	49.95 59.85	49.95 59.85
	Tot	al 103631:		·			•	109.80
	09/18	09/20/2018	103632	Modular Space Corp.	City Hall Modular Unit	502581841	495.98	495.98
	Tot	al 103632:						495.98
	09/18 09/18 09/18 09/18	09/20/2018 09/20/2018 09/20/2018 09/20/2018	103633 103633 103633 103633	Mojave Desert News Mojave Desert News Mojave Desert News Mojave Desert News	Legal Notice Legal Notice Legal Notice Legal Notices Planning 8/1	51286 51287 51288 51303	146.00 146.00 146.00 848.60	146.00 146.00 146.00 848.60
	Tot	al 103633:					_	1,286.60
	09/18	09/20/2018	103634	Mojave Public Utility Dis	Wonder Acres	006090-000 083118	4,195.25	4,195.25
	Tot	al 103634:						4,195.25
	09/18	09/20/2018	103635	Moore Medical	TrackMoore Professional 5	70017795	998.00	998.00
	Tot	al 103635:					_	998.00
	09/18	09/20/2018	103636	MuniTemps	Planning Dept Staffing	128628	4,145.63	4,145.63

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Check Issue Date  al 103636:  09/20/2018  09/20/2018  al 103637:  09/20/2018  09/20/2018  09/20/2018	103637 103637 103637	Office Depot	PD Office Supplies PD Office Supplies PD Office Toner	Invoice Number 196061687001 198903910001	Invoice Amount -	Check Amount 4,145.63
09/20/2018 09/20/2018 09/20/2018 al 103637: 09/20/2018 09/20/2018	103637 103637	Office Depot	PD Office Supplies		- - 246.21	
09/20/2018 09/20/2018 dl 103637: 09/20/2018 09/20/2018	103637 103637	Office Depot	PD Office Supplies		- 246.21	
09/20/2018 09/20/2018 dl 103637: 09/20/2018 09/20/2018	103637 103637	Office Depot	PD Office Supplies		246.21	
09/20/2018 al 103637: 09/20/2018 09/20/2018	103637	•		190903910001	40.11	246.21
09/20/2018 09/20/2018		omec bepot	i Di lineci i onci	198908844001	43.11 1,079.96	43.11 1,079.96
09/20/2018 09/20/2018	103638			130300044001	- 1,077.90	1,079.90
09/20/2018	103638					1,369.28
		Palmdale Auto Parts	Fire Unit 525 Auto Parts	666698	26.80	. 26.80
09/20/2018	103638	Palmdale Auto Parts	Fire Unit 526 Auto Parts	666764	39.67	39.67
	103638	Palmdale Auto Parts	Fire Unit 532 Window Reg	667195	92.65	92.65
09/20/2018	103638	Palmdale Auto Parts	Fire C19 Wiper Blades	668938	40.17	40.17
09/20/2018	103638	Palmdale Auto Parts	Fire Unit 510 Air Grease Gu	669080	112.05	112.05
09/20/2018	103638	Palmdale Auto Parts	Fire Auto Parts	669253	11.13-	11.13-
09/20/2018	103638	Palmdale Auto Parts	Fire Unit 525 Auto Parts	669296	31.27	31.27
09/20/2018	103638	Palmdale Auto Parts	Fire Unit 510 Air Filter	669303	29.13	29.13
09/20/2018	103638	Palmdale Auto Parts	Fire Unit 525 Auto Parts	669784	91.71	91.71
09/20/2018	103638	Palmdale Auto Parts	Fire Unit 525 Auto Parts	669855	3.53	3.53
l 103638:						455.85
09/20/2018	103639	Patterson Veterinary Supply, I	Latex Gloves	0033638992	58.99	58.99
l 103639:						58.99
09/20/2018	103640	PR Diamond Products	Multipurpose Blades	0049910-IN	2,050.00	2,050.00
l 103640:					_	2,050.00
09/20/2018	103641	Praxair Distribution Inc	Late charge Invoice 836268	84855031	2.51	2.51
l 103641:					•	2.51
09/20/2018	103642	Reliable Air Condit. & Heating	Borax Bill Quarters A/C Rec	18672	315.50	315.50
l 103642:					_	315.50
09/20/2018	103643	Robertson's	Install Main, Poppy & North	301479	539.28	539.28
103643:					-	539.28
00/20/2040	100644	DOLD 4 1	D. D. 1	4074606		
•						1,685.49
						121.76
						3,314.38
						1,411.82
						322.71
						1,300.93
						1,108.22
						3,209.28
						63.44 432.14
						432.14 109.61
						223.35
• •						140.19 1,008.11
• •			-			119.68
						117.65
	09/20/2018 09/20/2018 09/20/2018 103638: 09/20/2018 103639: 09/20/2018 103640: 09/20/2018 103641: 09/20/2018 103642:	09/20/2018       103638         09/20/2018       103638         103638:       103638         103638:       103639         103639:       103640         103640:       103641         103641:       103642         103642:       103642         103643:       103643         103643:       103644         19/20/2018       103	10362  209/20/2018   103638   Palmdale Auto Parts	103638	19/20/2018   103638   Palmdale Auto Parts   Fire Unit 510 Air Filter   669303   19/20/2018   103638   Palmdale Auto Parts   Fire Unit 525 Auto Parts   669784   19/20/2018   103638   Palmdale Auto Parts   Fire Unit 525 Auto Parts   669855   103638:	19/20/2018   103638   Palmdale Auto Parts   Fire Unit 510 Air Filter   669303   29,13     19/20/2018   103638   Palmdale Auto Parts   Fire Unit 525 Auto Parts   669784   91,71     19/20/2018   103638   Palmdale Auto Parts   Fire Unit 525 Auto Parts   669855   3.53     103638   Palmdale Auto Parts   Fire Unit 525 Auto Parts   669855   3.53     103638   Palmdale Auto Parts   Fire Unit 525 Auto Parts   669855   3.53     103639   Patterson Veterinary Supply, I   Latex Gloves   0033638992   58.99     103639   Patterson Veterinary Supply, I   Latex Gloves   0033638992   58.99     103639   Patterson Veterinary Supply, I   Latex Gloves   0049910-IN   2,050.00     103640   Praxair Distribution Inc   Late charge Invoice 836268   84855031   2.51     103641   Praxair Distribution Inc   Late charge Invoice 836268   84855031   2.51     103642   Reliable Air Condit. & Heating   Borax Bill Quarters A/C Rec   18672   315.50     103642   Praxair Distribution Inc   Late Charge Invoice 836268   84855031   2.51     103642   Praxair Distribution Inc   Late Charge Invoice 836268   84855031   2.51     103642   Praxair Distribution Inc   Late Charge Invoice 836268   84855031   2.51     103643   Praxair Distribution Inc   Late Charge Invoice 836268   84855031   2.51     103644   Praxair Distribution Inc   Late Charge Invoice 836268   84855031   2.51     103645   Praxair Distribution Inc   Late Charge Invoice 836268   84855031   2.51     103646   Praxair Distribution Inc   Late Charge Invoice 836268   84855031   2.51     103641   Praxair Distribution Inc   Late Charge Invoice 836268   84855031   2.51     103642   Praxair Distribution Inc   Late Charge Invoice 836268   84855031   2.51     103642   Praxair Distribution Inc   Late Charge Invoice 836268   84855031   2.51     103644   Riller Condit. & Heating   Borax Bill Quarters A/C Rec   18672   315.50     103645   Praxair Distribution Inc   Late Charge Invoice 836268   84855031   2.51     103646   Praxair Distribution Inc   Late Charge Invoice 836268   84855031   2.51     103647   Praxa

California City

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						0,2010 10.30	
GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
То	tal 103644:						14,688.76
09/18	09/20/2018	103645	Solenis LLC	WWTP Supplies	131350059	769.63	769.63
То	tal 103645:					•	769.63
09/18	09/20/2018	103646	Southern California Fleet Serv,	ME19 Repairs	RV849371	935.00	935.00
То	tal 103646:					_	935.00
09/18	09/20/2018	103647	Sparkletts	Water WWTP	4687417 090718	47.02	47.02
То	tal 103647:						47.02
09/18	09/20/2018	103648	Thomson Reuters - West	Law Officer Bulletin 9/18-8	838901999	852.00	852.00
То	tal 103648:						852.00
09/18	09/20/2018	103649	Thugs to Bugs Pest Control	Fire Pest Control Services	22332	125.00	125.00
09/18	09/20/2018	103649	Thugs to Bugs Pest Control	Fire Pest Control Services	22336	125.00	125.00
09/18	09/20/2018	103649	Thugs to Bugs Pest Control	Fire Pest Control Services	22518	125.00	125.00
09/18	09/20/2018	103649	Thugs to Bugs Pest Control	Pest Control	24033	90.00	90.00
09/18	09/20/2018	103649	Thugs to Bugs Pest Control	Fire Pest Control Services	24035	125.00	125.00
09/18	09/20/2018	103649	Thugs to Bugs Pest Control	Fire Pest Control Services	24036	125.00	125.00
09/18	09/20/2018	103649	Thugs to Bugs Pest Control	Fire Pest Control Services	24037	125.00 -	125.00
	tal 103649:	102/50		m. o. o		<u>-</u>	840.00
09/18	09/20/2018 tal 103650:	103650	TransUnion Risk & Alternativ	TLO Contract	213800 090118	490.00 -	490.00
09/18	09/20/2018	102651	United Rentals	To the state of th	450004554.000		490.00
•	tal 103651:	103031	united Kentais	Equipment Rental Water D	158621774-003	4,311.04 -	4,311.04
		103652	HDC	Carries Characa	0000005500000	-	4,311.04
	al 103652:	103032	Ur3	Service Charges	0000Y0573V368	64.61 -	64.61
						-	64.61
09/18	09/20/2018	103653	USA Bluebook	Freight for 55 Gallon Top D	646977	278.95	278.95
09/18	09/20/2018	103653	USA Bluebook	55 Gallon Drums	656305	287.32	287.32
09/18	09/20/2018	103653	USA Bluebook	Sewer Dept 2" Flange Pack	670315	73.34	73.34
Tot	al 103653:						639.61
09/18	09/20/2018	103654	VCES Bakersfield	Cutting Edge	P505014736	384.00	384.00
Tot	al 103654:						384.00
09/18	09/20/2018	103655	Waste Management	Roll-off Services	3793262-2508-1	1,188.40	1,188.40
Tot	al 103655:					_	1,188.40
09/18	09/20/2018	103656	Wood, Jennifer	League of CA Cities Conf 09	TRAVEL 091418	551.73 	551.73
Tot	al 103656:						551.73

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GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
09/18	09/20/2018	103657	Annel Martinez	Deposit Refund	103792.05	15.46	15.46
То	tal 103657:					_	15.46
09/18	09/20/2018	103658	Josh Meister/Clearview Real E	=	105699.12	36.62	36.62
09/18 09/18	09/20/2018 09/20/2018	103658 103658	Josh Meister/Clearview Real E Josh Meister/Clearview Real E	Deposit Refund Service Refund	106075.11 106271.06	40.24 121.00	40.24 121.00
•	tal 103658:					-	197.86
09/18	09/20/2018	103659	Coldwell Banker/Peggy Mc Ad	Deposit Refund	105656.13	27.58	27.58
Ţ	tal 103659:		200000000000000000000000000000000000000				27.58
09/18	09/20/2018	103660	Kevin Grant	Deposit Refund	106892.01	- 46.00	46.00
•	• •	103000	Reviii Grant	Deposit Reland	100072.01	40.00	
	tal 103660:						46.00
09/18	09/20/2018	103661	Erik Hein & Rayma Harvey	Deposit Refund	106246.08	16.72	16.72
То	tal 103661:					_	16.72
09/18	09/20/2018	103662	Henrik Mouradians	Overpayment	106054.12-2	54.28	54.28
То	tal 103662:						54.28
09/18	09/20/2018	103663	JM Williams Construction	Construction Trash Deposit	16505	500.00	500.00
09/18	09/20/2018	103663	JM Williams Construction	Construction Trash Deposit	16506	500.00	500.00
09/18	09/20/2018	103663	JM Williams Construction	Construction Trash Deposit	16601	500.00	500.00
09/18 09/18	09/20/2018 09/20/2018	103663 103663	JM Williams Construction JM Williams Construction	Construction Trash Deposit Construction Trash Deposit	16619 16620	500.00 500.00	500.00 500.00
То	tal 103663:						2,500.00
09/18	09/20/2018	103664	Jose Martinez	Construction Trash Deposit	16541	500.00	500.00
То	tal 103664:						500.00
09/18	09/20/2018	103665	Betty King	Deposit Refund	106924.01	21.88	21.88
To	tal 103665:					_	21.88
09/18	09/20/2018	103666	Javier Sepulveda	Deposit Refund	104149.12	10.53	10.53
To	tal 103666:					_	10.53
09/18	09/20/2018	103667	Service Masters of Bakersfield	Construction Trash Deposit	16561	500.00	500.00
09/18	09/20/2018	103667	Service Masters of Bakersfield	Construction Trash Deposit	16562	500.00	500.00
09/18	09/20/2018	103667	Service Masters of Bakersfield	Construction Trash Deposit	16563	500.00 -	500.00
	al 103667:					_	1,500.00
09/18	09/20/2018	103668	Brandon Warne	Construction Trash Deposit	16656	500.00 -	500.00
To	tal 103668:					-	. 500.00
09/18 09/18	09/20/2018 09/20/2018	103669 103669	Statewide Safety & Signs Statewide Safety & Signs	Handicap Parking Signs, Sp Credit for Billing Error Inv	12008130 12008131	1,254.25 131.47-	1,254.25 131.47-
09/18	09/20/2018	103669	Statewide Safety & Signs	Trail Cameras In Use Signs	12008172	1,054.26	1,054.26

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GL	Check	Check		Description	Invoice	Invoice
Period	Issue Date	Number	Payee		Number	Amount

Contract Support & Mainte 090118

5005054401

Copier Lease

Sep 2	0,2018 10:53AM
Invoice Amount	Check Amount
	2,177.04
2,087.00	2,087.00
	2,087.00
•	

733.58

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733.58

733.58

612,688.65

I HEREBY CERTIFY AS TO THE ACCURACY OF THE DEMANDS AND AVAILABILITY OF FUNDS:

Dated:

Total 103669:

Total 103670:

Total 103671:

**Grand Totals:** 

09/18 09/20/2018 103670 Caselle, Inc

Finance Department

Report Criteria:

Report type: Invoice detail

Vendor.Vendor Number = {<>} 1039

Bank.Bank Number = 1

Cety Vieteties

Name	Invoice Number	GL Account#	Service	Extended Price
Housing Corporation	102826.01 09/13/18	74-4632-288	Swr - 3	838.88
Housing Corporation	102827.02 09/13/18	74-4632-288	Swr - 3	838.88
Housing Corporation	103207.01 09/13/18	74-4632-288	Swr - 3	2,097.20
Housing Corporation	103211.01 09/13/18	74-4632-288	Swr - 3	629.16
City Of Calif City/TDS Pro Shop (E)(P&R)	106800.01 09/13/18	10-4153-288	Swr - 3	23.04
City Of Calif City/City Hall (C)	106811.01 09/13/18	10-4153-288	Swr - 3	14.4
City OF Calif City/Police Station	106812.01 09/13/18	18-4212-288	Swr - 3	17.28
City OF Calif City/Fire Station	106813.01 09/13/18	19-4222-288	Swr - 3	43.2
City Of Calif City/Airport Terminal (A	106814.01 09/13/18	53-5310-288	Swr - 3	178.56
City Of Calif City/Airport - RV Park	106816.01 09/13/18	53-5310-288	Swr - 3	8.64
City Of Calif City/ Police Dept (AC)	106819.01 09/13/18	18-4217-288	Swr - 3	342.72
City Of Calif City/Cen Prk Restro(P&R)	106823.01 09/13/18	10-4153-288	Swr - 3	5.76
City Of Calif City/Marina-Strata(P&R)	106824.01 09/13/18	10-4153-288	Swr - 3	155.52
City Of Calif City/Senior Cent (P&R)	106827.01 09/13/18	10-4153-288	Swr - 3	328.32
City OF Calif City/Balsitis Pk Restr(P&R	106830.01 09/13/18	10-4153-288	Swr - 3	34.56
City of Calif City/OHV-Dump Station	106863.01 09/13/18	29-4219-288	Swr - 3	5.76
Housing Corporation	102826.01 09/13/18	74-4632-287	Wtr - 1	461.61
Housing Corporation	102827.02 09/13/18	74-4632-287	Wtr - 1	289.29
Housing Corporation	103207.01 09/13/18	74-4632-287	Wtr - 1	852.51
Housing Corporation	103211.01 09/13/18	74-4632-287	Wtr - 1	188.3
City Of Calif City/Borax Bill Pk Bathrms	106793.01 09/13/18	16-4232-287	Wtr - 1	289.29
City Of Calif City/TDS (A)(P&R)	106796.01 09/13/18	10-4153-287	Wtr - 1	26,217.95
City Of Calif City/TDS (B)(P&R)	106797.01 09/13/18	10-4153-287	Wtr - 1	13,864.49
City Of Calif City/TDS C (P&R)	106798.01 09/13/18	10-4153-287	Wtr - 1	37,381.00
City Of Calif City/TDS (D)(P&R)	106799.01 09/13/18	10-4153-287	Wtr - 1	7,556.62
City Of Calif City/TDS Pro Shop (E)(P&R)	106800.01 09/13/18	10-4153-287	Wtr - 1	90.66
City Of Calif City/TDS Golf Course (F)	106801.01 09/13/18	10-4153-287	Wtr - 1	23,098.43
City Of Calif City/TDS Maint. (L)(P&R)	106802.01 09/13/18	10-4161-287	Wtr - 1	327.87
City Of Calif City/Par -3 Golf Cou(P&R)	106804.01 09/13/18	10-4153-287	Wtr - 1	1,139.84
City Of Calif City/Par-3 Irrig.(P&R)	106805.01 09/13/18	10-4153-287	Wtr - 1	458.97
City Of Calif City/Par-3 (I)(P&R)	106806.01 09/13/18	10-4153-287	Wtr - 1	23,713.49
City Of Calif City/Par-3 (J)(P&R)	106807.01 09/13/18	10-4153-287	Wtr - 1	90.66
City Of Calif City/Par-3(P&R)	106808.01 09/13/18	10-4153-287	Wtr - 1	2,533.06
City Of Calif City/City Hall-Lawn (A)	106809.01 09/13/18	10-4153-287	Wtr - 1	289.29
City Of Calif City/Lawn (B)	106810.01 09/13/18	10-4153-287	Wtr - 1	1,009.29
City Of Calif City/City Hall (C)	106811.01 09/13/18	10-4153-287	Wtr - 1	289.29
City OF Calif City/Police Station	106812.01 09/13/18	18-4212-287	Wtr - 1	1,139.84
City OF Calif City/Fire Station	106813.01 09/13/18	19-4222-287	Wtr - 1	289.29
City Of Calif City/Airport Terminal (A	106814.01 09/13/18	53-5310-287	Wtr - 1	237.62
City Of Calif City/Airport (B)	106815.01 09/13/18	53-5310-287	Wtr - 1	90.66
City Of Calif City/Airport - RV Park	106816.01 09/13/18	53-5310-287	Wtr - 1	90.66
City Of Calif City/Airport/Hose Bib (C	106817.01 09/13/18	53-5310-287	Wtr - 1	54.28
City Of Calif City Old Museum/Par3(P&R)	106818.01 09/13/18	10-4153-287	Wtr - 1	90.66
City Of Calif City/ Police Dept (AC)	106819.01 09/13/18	18-4217-287	Wtr - 1	440.43
City Of Calif City/Sewer Plant	106820.01 09/13/18	52-5213-287	Wtr - 1	289.29
City OF Calif City/City Yard	106821.01 09/13/18	55-5115-287	Wtr - 1	96.43
City OF Calif City/City Yard	106821.01 09/13/18	27-4411-287	Wtr - 1	96.43

City OF Calif City/City Yard	106821.01 09/13/18	10-4441-287	Wtr - 1	96.43
Borax Bill Park-Showers-P.D.	106822.01 09/13/18	16-4233-287	Wtr - 1	289.29
City Of Calif City/Cen Prk Restro(P&R)	106823.01 09/13/18	10-4153-287	Wtr - 1	289.29
City Of Calif City/Marina-Strata(P&R)	106824.01 09/13/18	10-4153-287	Wtr - 1	296.85
City Of Calif City/Comm Center(P&R)	106825.01 09/13/18	10-4153-287	Wtr - 1	289.29
City Of Calif City/Cen Pk Lake(P&R)	106826.01 09/13/18	10-4153-287	Wtr - 1	2,533.06
City Of Calif City/Senior Cent (P&R)	106827.01 09/13/18	10-4153-287	Wtr - 1	419.37
City Of Calif City/Balsitis Park(P&R)	106828.01 09/13/18	10-4153-287	Wtr - 1	90.66
City Of Calif City/Balsitis Pk Short(P&R	106829.01 09/13/18	10-4153-287	Wtr - 1	3,902.93
City OF Calif City/Balsitis Pk Restr(P&R	106830.01 09/13/18	10-4153-287	Wtr - 1	58.06
City Of Calif City/Balsitis Park E(P&R)	106831.01 09/13/18	10-4153-287	Wtr - 1	1,953.99
City Of Calif City/Aspen Mall	106832.01 09/13/18	71-7111-287	Wtr - 1	414.09
City Of Calif City/Median (A)	106838.01 09/13/18	10-4161-287	Wtr - 1	54.28
City Of Calif City/Median Center (B)	106839.01 09/13/18	10-4161-287	Wtr - 1	90.66
City OF Calif City/Median Rome Beauty/	106842.01 09/13/18	10-4161-287	Wtr - 1	54.28
City Of Calif City/Lakeshore/Randsgurg	106843.01 09/13/18	10-4161-287	Wtr - 1	90.66
City Of Calif City/Median CCB	106844.01 09/13/18	10-4161-287	Wtr - 1	90.66
City Of Calif City/ Median CCB-90th	106845.01 09/13/18	10-4161-287	Wtr - 1	90.66
City Of Calif City/Irrigation	106847.01 09/13/18	10-4161-287	Wtr - 1	428.37
City Of Calif City/Sport (A)(P&R)	106848.01 09/13/18	10-4153-287	Wtr - 1	72.4
City Of Calif City/Entra Sport (A)(P&R)	106849.01 09/13/18	10-4153-287	Wtr - 1	90.66
City Of California City/Pocket Park(P&R)	106861.01 09/13/18	10-4153-287	Wtr - 1	54.28
City of Calif City/OHV-Dump Station	106863.01 09/13/18	16-4233-287	Wtr - 1	54.28
City of Calif City/Lake fill	106872.01 09/13/18	10-4153-287	Wtr - 1	55,773.54
City of Caif City/Balsitis -Snack-Rest	106873.01 09/13/18	10-4153-287	Wtr - 1	54.28
City of Calif City/ Chambers Irrigatio	106931.01 09/13/18	10-4153-287	Wtr - 1	305.67
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Row Labels Sum of Extended Price Swr - 3 5561.88

Wtr - 1 210995.49

Grand Total 216557.37

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Plane Ticket Johnson PARS Early Bird Johnson Early Bird Johnson Lunch Meeting Supplies	CM USB Flashdrive Dinner for Election Board Drinks and Paper Goods Pizza for All Staff Party CM Office Renovation Suppl CM Office	Description		Paid Invoice Report - US Bank Check Detail Report Check issue dates: 8/27/2018 - 9/20/2018
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	FIN 9269 082518 FIN 9269 082518	Lunch Meeting Supplies Lunch Meeting Supplies	08/25/2018 08/25/2018	10.13 21.47	103589 103589	09/18/2018 09/18/2018	104131230 104131230	
	FIN 9269 082518	Postage Certified Mail	08/25/2018	12.98	103589	09/18/2018	104145241	
	FIN 9269 082518	SAM 5 yr Renewal	08/25/2018	899.00	103589	09/18/2018	104141310	
	FIN 9269 082518	Indeed Job Posting Finance	08/25/2018	25.66	103589	09/18/2018	104145310	
	FIN 9269 082518	Lodging Foster Caselle User	08/25/2018	119.90	103589	09/18/2018	104141230	
	FIN 9269 082518	Sales and Use Tax 2Q18		70.61	103589	09/18/2018	1002070	
	FIN 9269 082518	Sales and Use Tax 2Q18	08/25/2018	290.70	103589	09/18/2018	5102070	
	FIN 9269 082518	Sales and Use Tax 2Q18	08/25/2018	249.98	103589	09/18/2018	5302070	
	FIN 9269 082518	Sales and Use Tax 2Q18	08/25/2018	76.03	103589	09/18/2018	1902070	
	FIN 9269 082518	Sales and Use Tax 2Q18	08/25/2018	67.17	103589	09/18/2018	2602070	
	FIN 9269 082518	Sales and Use Tax 2Q18	08/25/2018	1,201.85	103589	09/18/2018	5302070	
	FIN 9269 082518	Sales and Use Tax 2Q18	08/25/2018	21.92	103589	09/18/2018	5402070	
	FIN 9269 082518	Sales and Use Tax 2Q18	08/25/2018	11.06-	103589	09/18/2018	7402070	
	FIN 9269 082518	Sales and Use Tax 2Q18	08/25/2018	167.38	103589	09/18/2018	1602070	
	FIN 9269 082518	Sales and Use Tax 2Q18	08/25/2018	61.31	103589	09/18/2018	5502070	
	FIN 9269 082518	Sales and Use Tax 2018	08/25/2018	52.11	103589	09/18/2018	1802070	
	FIN 9269 082518	Sales and Use Tax 2Q18	08/25/2018	295.09	103589	09/18/2018	1002070	
Total FIN 9269 082518:			ı	3,804.31				
	FIRE 0779 082518	Phone Replacement Screen	08/25/2018	30.00	103589	09/18/2018	194222450	
	FIRE 0779 082518	Rental Vehicle for Fire Depl	l 08/25/2018 l 08/25/2018	1,466.34 2.308.14	103589 103589	09/18/2018 09/18/2018	194223230 194223230	
	FIRE 0779 082518	Rental Vehicle for Fire Depl		397.22-	103589	09/18/2018	194223230	
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	PARK 2173 082518 PARK 2173 082518	TDS Cordless Headset Custodial Supplies	08/25/2018 08/25/2018	70.58 120.77	103589 103589	09/18/2018 09/18/2018	404566440 104562410	

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Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date	GL Account	
		PW 9136 082518	DAR Janitorial Supplies	08/25/2018	73.23	103589	09/18/2018	545410244	
		PW 9136 082518	Janitorial Supplies	08/25/2018	122.20	103589	09/18/2018	555117244	
		PW 9136 082518	DAR Janitorial Supplies	08/25/2018	115.81	103589	09/18/2018	545410244	
		PW 9136 082518	Office Supplies	08/25/2018	166.22	103589	09/18/2018	555117450	
		PW 9136 082518	Office Supplies	08/25/2018	7.27	103589	09/18/2018	555117450	
		PW 9136 082518	Office Supplies	08/25/2018	4.29	103589	09/18/2018	555117450	
		PW 9136 082518	Office Supplies	08/25/2018	168.86	103589	09/18/2018	104441450	
		PW 9136 082518	Janitorial Supplies	08/25/2018	11.66	103589	09/18/2018	555117450	
		PW 9136 082518	Office Supplies - Bldg. Dept.	08/25/2018	554.11	103589	09/18/2018	555117450	
		PW 9136 082518	DAR Janitorial Supplies	08/25/2018	131.40	103589	09/18/2018	545410244	
		PW 9136 082518	DAR Janitorial Supplies	08/25/2018	64.22	103589	09/18/2018	545410244	
		PW 9136 082518	DAR Janitorial Supplies	08/25/2018	57.90-	103589	09/18/2018	545410244	
		PW 9136 082518	Office Supplies - Planning D	08/25/2018	12.00	103589	09/18/2018	555117250	
<b>F</b>		PW 9136 082518	DAR Janitorial Supplies	08/25/2018	60.33	103589	09/18/2018	545410244	
		PW 9136 082518	Office Supplies	08/25/2018	6.50	103589	09/18/2018	104132241	
		PW 9136 082518	Office Supplies	08/25/2018	42.90	103589	09/18/2018	555117250	
		PW 9136 082518	Airport Janitorial Supplies	08/25/2018	210.15	103589	09/18/2018	535310244	
		PW 9136 082518	Printer Ink - City Clerks Offi	08/25/2018	212.12	103589	09/18/2018	104132241	
		PW 9136 082518	Specialty Wrench	08/25/2018	37.98	103589	09/18/2018	104161731	
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Report Criteria: Detail report type printed Vendor.Name = "US Bank Corporate Payment"

# CITY COUNCIL

September 25, 2018

TO:

**Mayor and City Council** 

FROM:

**Craig Platt, Public Works Director** 

SUBJECT: Transit Asset Management Plan (TAM)

# Background

The City of California City receives annual funding for its transportation program, Dial-a-Ride, via several channels;

- Section 5311 Provides capital, planning, and operating assistance to states to support public transportation in rural areas with populations less than 50,000, where many residents often rely on public transit to reach their destinations.
- Transport Development Act (TDA) The Mills-Alquist-Deddeh Act (SB 325) was enacted by the California Legislature to improve existing public transportation services and encourage regional transportation coordination. Known as the Transportation Development Act (TDA) of 1971, this law provides funding to be allocated to transit and non-transit related purposes that comply with regional transportation plans. The TDA provides two funding sources: 1. Local Transportation Fund (LTF), which is derived from a 1/4 cent of the general sales tax collected statewide, 2. State Transit Assistance fund (STA), which is derived from the statewide sales tax on gasoline and diesel fuel.
- Fare Revenues fares collected from passengers

Annually, city staff prepares and applies for funding via the 5311 and TDA in order to fund our local Dial-a-Ride Program.

The Dial-a-Ride Program provides vital transportation needs for our community, without external funding the City could not operate this program effectively or efficiently.

The Transit Asset Management Plan is a new requirement for the City in order to continue to receive Section 5311 funding and must be reviewed, approved, and accepted by the City Council for submittal to the Kern Council of Governments (KernCOG).

# Recommendation

Receive, review and approve the 2018 TAM Plan for submittal to KernCOG.

Fiscal Impact - Varies based on fiscal year and available funding

**Environmental Action - None** 

# Attachments:

City of California City TAM Plan

# City of California City Transit Asset Management Plan Craig C Platt, Accountable Executive Last modified by Socorro Chavez on 19 Sep 18 at 07:56

# Introduction

The City of California City has an estimated population of 14,000 who value its affordability, and new schools, along with outdoor recreational opportunities, which are a popular destination of the off-roading community of over 100,000 visitors each major holiday. Transit demand has superseded supply since the City's incorporation in 1965. Dish-Aride is a city operated transit program operated for the benefit of the community comprised fundamentally of senior citizens that robustly use the program.

# Performance Targets & Measures

Measure	Asset Class	2019 Target	2020 Target	2021 Target	2022 Target
REVENUE VEHICLES		4			:
	AB - Articulated Bus	N/A			
	AO - Automobile	N/A			
	BR - Over-the-road Bus	N/A	1		
	BU-Bus	N/A			
	CU - Cutaway Bus	N/A			
	DB - Double Decked Bus	N/A			
Age - % of revenue vehicles	FB - Ferryboat	N/A			
S	MB - Mini-bus	36%	29%	21%	14%
	MV - Mini-van	N/A			
their Useful Life Benchmark	RT - Rubber-tire Vintage Trolley	N/A			
(OTB)	SB - School Bus	N/A			
	SV - Sport Utility Vehicle	N/A			
	TB - Trolleybus	N/A			
	VN - Van	N/A			
	Custom 1	N/A			
	Custom 2	N/A			
	Custom 3	N/A			
	Non Revenue/Service Automobile	N/A			
	Steel Wheel Vehicles	N/A			
met or exceeded their liceful	Trucks and other Rubber Tire Vehicles	N/A			
Cacini	Security Cameras	, 100%	95%	90%	
The Septembers (Ores)	Fare Boxes	700%	95%	90%	
	Custom 3	N/A			
FACIUTIES					
	Administration	100%	100%		
Condition - % of facilities with	Maintenance	100%	100%	Laconora	
a condition rating below 3.0	Parking Structures	N/A			
	Passenger Facilities	N/A			
Requirements Model (TERM)	Custom 1	N/A			
Scale	Custom 2	N/A			
	Custom 3	N/A			

# Target Setting Methodology

For the Dial-A-Ride small bus they have an estimated useful life benchmark of 14 years since the vechicles are from 2010, the number was reduced as the years go by or useful life; Until a new bus is purchased or changed in the future. For the Equipment this is equipment that is used on the vehicles and both Cameras & Fareboxes are new and were installed in 2018 as for useful life it can be around 5-10 years

Capital Asset Inventory
Please see Appendix A (Asset Register) for the asset inventory listing.

Asset Category	Total Number	AVE Age	Avg Mileage	Avg Value
RevenueVehicles	4	9.0	94,647	\$64,119.00
AB - Articulated Bus	0	· Commence of the control of the con		On the contract of the contrac
AO - Automobile	0	·	- Control of the cont	THE PERSON NAMED IN COLUMN TO SERVICE AND ADDRESS OF THE PERSON NAMED IN COLUMN TO SE
BR - Over-the-road Bus	0		•	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
BU - Bus	0			Committee of the Commit
CU - Cutaway Bus	0			
DB - Double Decked Bus	0			Control of the contro
FB - Ferryboat	0			and the state of t
MB - Mini-bus	4	9.0	94,647	\$64,119.00
MV - Mini-van	0			THE PROPERTY OF THE PROPERTY O
RT - Rubber-tire Vintage Trolley	0	-		E-OCH Bridge Mindamography populari care production
SB - School Bus	0	•		THE PARTY OF THE P
SV - Sport Utility Vehicle	0			The second secon
TB - Trolleybus	0	•	•	
VN - Van	0	•		
Custom 1	0	•	•	
Custom 2	0	•		The second secon
Custom 3	0			the state of the s
Equipment	20	0.0	#DIV/0!	\$15,875.00
Non Revenue/Service Automobile	0	٠	•	
Steel Wheel Vehicles	0	•		
Trucks and other Rubber Tire Vehicles	0	•	•	
Security Cameras	16	0.0	N/A	\$26,245.00
Fare Boxes	4	0.0	N/A	\$5,505,00
Custom 3	0	•		
Facilities	2	53.0	N/A	\$132,675.00
Administration	L	53.0	N/A	\$229,000.00
Maintenance	ь	53.0	N/A	\$36,350.00
Parking Structures	0	•	N/A	The second secon
Passenger Facilities	0		N/A	
Custom 1	0		N/A	
Custom 2	0		N/A	
Custom 3	<b>&gt;</b>	,	A/N	

Condition Assessment
Please see Appendix B (Asset Condition Data) for individual asset condition listing.

Asset Condition Summary

Asset Category	Total Number	Avg Age	Avg Mileage	Avg TERM Condition	Avg Value 9	% At or Past ULB
RevenueVehicles	4	9.0	94,647	N/A	\$64,119.00	8
AB - Articulated Bus	0	•	٠	N/A	•	
AO - Automobile	0		The second secon	A/N		
BR - Over-the-road Bus	0	•		N/A		•
BU - Bus	0	•		N/A	•	•
CU - Cutaway Bus	0	•	٠	N/A		
DB - Double Decked Bus	0	•		N/A		
FB - Ferryboat	0	•		N/A	•	
MB - Mini-bus	4	9.0	94,647	N/A	\$64,119.00	0%
MV - Mini-van	0	•	•	N/A	•	
RT - Rubber-tire Vintage Trolley	0	•	•	N/A		
SB - School Bus	0	•	•	N/A	•	
SV - Sport Utility Vehicle	0		•	N/A		
TB - Trolleybus	0	•	•	N/A		•
VN - Van	0	•		N/A	•••	
Custom 1	0			N/A		•
Custom 2	0		٠	N/A		
Custom 3	0			N/A		•
Equipment	20	0.0	#DIV/01	N/A	\$15,875.00	%0
Non Revenue/Service Automobile	0			N/A	•	
Steel Wheel Vehicles	0			N/A	•	•
Trucks and other Rubber Tire Vehicles	0		•	N/A		•
Security Cameras	16	0.0	N/A	N/A	\$26,245,00	%0
Fare Boxes	4	0.0	N/A	N/A	\$5,505.00	2%
Custom 3	0			N/A		•
Facilities	2	53.0	N/A	4.0	\$132,675.00	N/A
Administration	-	53.0	N/A	4.0	\$229,000.00	N/A
Maintenance		53,0	N/A	4,0	\$36,350.00	N/A
Parking Structures	0		N/A			N/A
Passenger Facilities	0		N/A	•	•	N/A
Custom 1	0		N/A	•		N/A
Custom 2	0		N/A	•		N/A
Custom 3	0		N/A	•		N/A

# Decision Support

Investment Prioritization

Dial-A-Ride buses are monitored on a daily basis. They are serviced in a timely manner and documented in our program.

Decision Support Tools

The following tools are used in making investment decisions:

Fleet Replacement Module utilized for fleet replacement schedule	Fleet Replacement Module
lword is utilized for keeping track of all vehicles maint service dates etc	lworg Program
Brief Description	Process/Tool

investment Prioritization

The list of prioritized investment projects is provided in Appendix C.

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Appendix A
Appendix B1
Appendix B2
Appendix B3
Appendix C
Appendix D Asset Register
Revenue Vehicle (Rolling Stock) Condition Data
Equipment Condition Data
Facilities Condition Data
Proposed Investment Project List
Fleet Replacement Module Output

		the street of th	and the second s		Same of the second second	ad the control of the	Configuration could be about a financial addition of the configuration o	Acculation	Vakiela	Dankanana
Asset Category	Asset Class	Asset Name	Make	Model	Count	lD/Serial No.	Asset Owner	Year	Mileage	Cost/Value
Equipment	Fare Boxes	In units 122,123,124,105 Diamond XV Farebox	Diamond XV Farebox	Diamond	4	4 Fare Boxes	City of California City		N/A	\$5,505.00
Equipment	Security Cameras	In units 122,123,124,105 Ni815 Camera	Ni815 Camera	Ni815	16)	16 Cameras	City of California City	y 2018 N/A	N/A	\$26,245.00
Facilities	Administration	7800 Moss Ave Dial-A- Ride Office	N/A	N/A	<b>L</b>	1 Admin Office 1	City of California City	ty 1965 N/A \$229,000.0	N/A	\$229,000.00
Facilities	Maintenance	7800 Moss Ave Maint. Yard	N/A	N/A	<u> </u>	1 Maint Yard 1	City of California City	1965 N/A	N/A	\$36,350.00
RevenueVehicles	MB - Mini-bus	Unit 105	Ford	Eldor BD E450	1	125320	1253201 City of California City	2006	61,935	\$53,142.00
RevenueVehicles	MB - Mini-bus		Ford	Eldor BD E450	<b>P</b>	130476	1304767 City of California City	2010	111,724	\$67,778.00
RevenueVehicles	MB - Mini-bus	Unit 123	Ford	Eldor BD E450	_	130476	1304768 City of California City	2010	95,251	\$67,778.00
RevenueVehicles	MB - Mini-bus		Ford	Eldor BD E450		130476	1304769 City of California City	2010	-	\$67,778.00

# Appendix B: Asset Condition Data

# B1: Revenue Vehicle Assets

Acces Category	Assat Class	>	}		A = 2 (V==)	Vehicle	Replacement	Vehicle Replacement Useful Life Past Useful Life	Past Useful Life
Moder Caregory	ASSEL CIASS	Asset Name	Ş	ib/selidi No.	Age (115) Mileage Co	Mileage	st/Value	Benchmark (Yrs)	Benchmark
RevenueVehicles	MB - Mini-bus	Unit 105	در	1 1253201	12	61,935	. 1	\$53,142.00 14	No
RevenueVehicles	MB - Mini-bus	Unit 122	<u> </u>	1 1304767	<b>o</b>	111,724	\$67,778.00	\$67,778.00 14 No	No
RevenueVehicles	MB - Mini-bus	Unit 123	<u></u>	1 1304768	<b>∞</b>	95,251	\$67,778.00	\$67,778.00 14	No
RevenueVehicles	MB - Mini-bus	Unit 124	<u> </u>	1 1304769	8	109,678	\$67,778.00	14 No	No

# B2: Equipment Assets

- de Lacore	л	\$26,245,00	N/A		16 Cameras	<u></u>	In units 122,123,124,105	Security Cameras	Equipment
20	S.	\$5,505.00 S		N/A	4 Fare Boxes		In units 122,123,124,105	Fare Boxes 122,123,124,105	Equipment
Past Useful Life Benchmark	Useful Life Benchmark (Yrs)	Replacement Cost/Value	Vehicle Mileage	Age (Yrs)	ID/Serial No.	Count	Asset Name	Category Asset Class Asset Name Count ID/Serial No. Age (Yrs) Vehicle Mileage Replacement Useful Life Past Useful Life Cost/Value Benchmark (Yrs) Benchmark	Asset Category

# Appendix B: Asset Condition Data

# B3: Facilities Assets

\$36,350.00	4	53	Maint Yard 1	<u></u>	7800 Moss Ave Maint. Yard	Maintenance	Facilities N
\$229,000.00	4	53	P		7800 Moss Ave Dial-A-Ride Office	Facilities Administration 7800 Moss Ave Dial-A-Ride Office 1 1 53 4 \$229,000.00	Facilities P
	hortyck phas		Admin Office	~~			
Cost/Value	Condition	760 (119)	Cincinnation of the control of the c	C C C C C C C C C C C C C C C C C C C		Cost/Value	
Replacement	TERM Scale	No Age (Yrc)	Count ID/Serial No	3	Asset Name	Asset Class	Asset Category

# Appendix C: Proposed Investment Project List

\$271,112.00 Mediun	RevenueVehicles	Replacement of all Dial-A-Ride buses due to  2020 useful life benchmark RevenueVehicles \$271,112.00 Medium
Cost Priorit	Asset/Asset Class	oject Project Name

# Appendix D: Fleet Replacement Module Output

Total in Current Year \$		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Total in Year of Expenditure \$		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
		2019		2020		2021	********	2022		2023
Fleet Type (Year/Make/Model)	Number	Number Cost in 2018 \$		Number Cost in 2018 \$ Number Cost in 2018	Number	Cost in 2018 \$		Number   Cost in 2018 \$   Number   Cost in 2018 \$	Number	Cost in 2018 \$
2010 Ford Eldor BD E450	The state of the s	constitut Administrativa manding assessing in physiological physiological production and the particular contribution of the	And the state of t		THE RESIDENCE AND COMMENTAL PROPERTY AND COMMENTAL PROPERTY.	The second secon	the state of the s	A RECORD TO Black or of the Control	and a second sec	in opis amplico park produit opiskop is accepțiali celesco con cerc o co
2006 Ford Eldor BD E450		de des prifique confillent hanne fillent et de mit empt (delle f.m. population expressor en		- Coloring de Peril Depublica en disconocción de consecución de co		The Secondary of Management of Contract Conference and Assessment		ten melleg variant de de meneral de general product de moltes de moltes de meneral de des des des des des des de des de des des	Construction to common a financial financial of	000000000000000000000000000000000000000

# CITY COUNCIL

September 25, 2018

TO: Mayor and City Council

FROM: Craig C Platt Public Works Director

**SUBJECT: Granicus Software: Peak Agenda Management** 

# **BACKGROUND**

The burden of the legislative workflow can weigh down smaller clerk office staffs, tasked with doing the same amount of work with less manpower than their counterparts in large urban hubs. The typical highly manual, paper-dependent legislative process, with many inputs and approvers, often experiences frustrating bottlenecks and information inconsistencies. Using a completely automated legislative workflow solution can free up significant staff time, maintain legislative accuracy, and create a better citizen experience.

Granicus' Peak Agenda Management solution allows staff to easily manage the legislative process from start to finish without the paper shuffling. Peak Agenda Management is the fastest, most usable browser-based agenda management software in the industry, used by thousands of cities around the country.

### **BENEFITS**

- FAST AND EASY
- Intuitiveness of the application allows clerks to quickly get up to speed but also ramp up new staff with ease
- BEST-IN-CLASS USABILITY DASHBOARD
- Quickly access information tailored to your responsibilities and view latest comments via the timeline on agenda information
- AGENDA ITEM CREATION AND WORKFLOW
- Easily create agenda items and route through sequential or concurrent approval phases
- DIVE INTO THE DETAILS
- Easily view scheduled agendas, progress of those agendas and access the details of any meeting – all from a user-friendly calendar view

### **FEATURES**

- Draft agenda items using configurable templates in one system
- Submit agenda items electronically for review
- · Review and collaborate on agenda items
- Use sequential or concurrent approval phases

NB 1.

- · Automatically scheduled agenda items
- · Easily edit, add and remove agenda items at any time
- · One-click publishing of agenda packets to web portal and legislate
- Automatic publishing of agenda items and attachments

# Modernize and simplify meeting minutes creation

Granicus Minutes reduces labor, and streamlines minutes creation by electronically capturing roll call, agenda items, speakers, motions, votes, and notes through a simple interface. When a meeting ends, the tool transfers captured content to a minute's document, allowing users to finalize minutes quickly and easily in Microsoft Word. With content 75-80% complete at the time the meeting ends, Minutes saves staff countless hours in their post- meeting workflow. Minutes can also integrate with other Granicus products to further streamline the meeting process. Import agendas directly from agenda management systems, digitally capture vote results with Vote cast and publish minutes alongside indexed meeting recordings using Granicus Video.

- Digitally capture meeting content
- Finalize minutes in Microsoft Word
- Record motions, votes and notes
- Publish PDF or HTML minutes
- Save time in post-meeting workflow

### **Granicus Video**

Transparency of public meetings is more important than ever. Citizens want to learn about policy decisions that affect their lives and see how their tax dollars are being spent. Oftentimes, the burden and expense of managing this information is time consuming for government staff and can be cumbersome for citizens to find and access. What if you could automate this process and make it incredibly convenient for staff and citizens alike?

Granicus' Video software helps agencies give access to all public meetings and important records online and creates an unprecedented level of openness. Leveraging a powerful media management solution, organizations can easily publish live and ondemand video content on their website, link related documents, and provide keyword searching for citizens. Using reports on visitor trends, agencies can quickly gauge interest in the most important issues.

### **BENEFITS**

- MANAGE AND BROADCAST GOVERNMENT MEDIA ONLINE
- Give citizens convenient access to live and archived streaming through your website, and promote it through communications channels
- BUILD TRUST AND TRANSPARENCY WITHOUT EXTRA STAFF
- Reduce public inquiries with searchable, self-service access online
- REACH A BROADER AUDIENCE

- Import agendas and index video live to eliminate hours of work and improve ability for citizens to find footage about issues of interest
- TRACK METRICS
- Understand and measure public participation with in-depth video analytics

### **FEATURES**

- Live event streaming
- Index video live
- Encoding appliance
- Intelligent media routing
- Proactive systems monitoring
- Import and parse agendas
- · Link relevant documents
- Create text transcripts
- Reports and analytics
- Closed captioning
- · Advanced search of video content
- Downloadable media

This program will be used for City Council and Planning Commission Meetings.

# RECOMMENDATION

Authorize staff to purchase and install the Granicus Software Suite

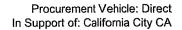
# FISCAL IMPACT

\$6,750.00 onetime installation, setup and training, Annual Subscription Fee \$10,332.00 Year One

This expense will be reflected in the upcoming FY 18/19 Budget, under fund #4152 Data Processing

# **ATTACHMENTS**

Granicus Management Software Quote





Quote Number: Q-23109 Quote Prepared On: 5/9/2018 Quote Valid Through: 3/28/2018

Payment Terms: Net 30

**Currency: USD** 

**Start Date:** 4/30/2018 **End Date:** 4/29/2019

**Granicus Contact:**Name: Drew Baker

Phone: +1 3234229710

Email: drew.baker@granicus.com

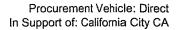
## OMETMETER

Product Name	Invoice Schedule	Quantity	One-Time Total
Peak Agenda Management Standard Agenda Report	Milestones	1 Each	\$0.00
Peak Agenda Management Standard Cover Page Report	Milestones	1 Each	\$0.00
Peak Agenda Management - Online Training	Milestones	6 Hours	\$0.00
Granicus Encoding Appliance Hardware - SDI (AMAX) (GT)	50% Up Front 50% Upon Delivery	1 Each	\$3,500.00
Granicus Encoding Appliance Hardware Configuration (GT)	Milestones	1 Each	\$875.00
US Shipping Charge C - Large Item	Up Front	1 Each	\$125.00
View Template Configuration (GT)	Milestones	1 Hours	\$0.00
Player Template Configuration (GT)	Milestones	1 Hours	\$0.00
Standard Agenda Template Creation/Configuration	Milestones	1 Each	\$0.00
Live Manager Installation (GT)	Milestones	1 Hours	\$0.00
Granicus Video - Online Training	Milestones	1 Hours	\$0.00
Meeting Server Configuration (ME)	Upon Delivery	4 Hours	\$900.00
Minutes Template Configuration (ME)	Upon Delivery	1 Each	\$0.00
Minutes - Online Training	Upon Delivery	6 Hours	\$1,350.00
		TOTAL	\$6,750.00

## ANNUAL SUBSCRIPTION FEE

Product Name	Invoice Schedule	Quantity	Annual Total
Peak Agenda Management	Annual	1 Each	\$5,280.00
Open Platform Suite	Annual	1 Each	\$0.00
Government Transparency Suite	Annual	1 Each	\$3,852.00

Q-23109: 5/9/2018





Product Name	Invoice Schedule	Quantity	Annual Total
Granicus Encoding Appliance Software (GT)	Annual	1 Each	\$1,200.00
Meeting Efficiency Suite	Annual	1 Each	\$0.00
		TOTAL	\$10,332.00

## FUTURE YEAR PRICING

Product Name	04/30/19 to 04/29/20	04/30/20 to 04/29/21	
Peak Agenda Management	\$ 5,649.60	\$ 6,045.07	
Open Platform Suite	\$ 0.00	\$ 0.00	
Government Transparency Suite	\$ 4,121.64	\$ 4,410.15	
Granicus Encoding Appliance Software (GT)	\$ 1,284.00	\$ 1,373.88	
Meeting Efficiency Suite	\$ 0.00	\$ 0.00	
TOTAL:	\$ 11,055.24	\$ 11,829.11	
		A CONTRACT OF THE CONTRACT OF	

## PRODUCT DESCRIPTIONS

Product Name	Product Description
Peak Agenda Management	Peak Agenda Management is a Software-as-a-Service (SaaS) solution that enables government organizations to simplify the agenda management process of the clerk's office. Peak Agenda Management allows clerks to streamline the way they compile and produce agendas for public meetings and includes:
	Unlimited user accounts Unlimited meeting bodies and meeting types Access to one Granicus platform site Access to one Peak Agenda Management site Design services for one public view page portal Design services for one Agenda report template Design services for one Cover Page report template
Peak Agenda Management Standard Agenda Report	Peak Agenda Management Standard Agenda Report is professional service for designing an additional Peak agenda report.
Peak Agenda Management Standard Cover Page Report	Peak Agenda Management Standard Cover Page Report is professional service for designing an additional Peak cover page report.
Peak Agenda Management - Online Training	Peak Agenda Management - Online Training is for online training for Peak Agenda Management, which allows clients to have online sessions with a Granicus trainer to learn how to use the system.
Open Platform Suite	Open Platform is access to MediaManager, upload of archives, ability to post agendas/documents, and index of archives. These are able to be published and accessible through a searchable viewpage.
Government Transparency Suite	Government Transparency are the live in-meeting functions. Streaming of an event, pushing of documents, indexing of event, creation of minutes.
Granicus Encoding Appliance Hardware - SDI (AMAX) (GT)	AMAX Encoder with Osprey SDI Card. Used to pass commands and data from LiveManager that include Start/Stop of webcast, indexing, and document display. Also serves to distribute video and captions to be distributed to the CDN or Performance Accelerator.

Q-23109: 5/9/2018



Product Name	Product Description
Granicus Encoding Appliance Software (GT)	Granicus Encoding Appliance Software (GT) This includes the LiveManager Software solution where webcasts are started/stopped, agendas amended and indexed, votes and attendance recorded, and minutes created.
Granicus Encoding Appliance Hardware Configuration (GT)	Remote configuration and deployment of an encoding appliance.
US Shipping Charge C - Large Item	US shipping of a large item
View Template Configuration (GT)	the one-time cost for creating a view page template
Player Template Configuration (GT)	player template configuration
Standard Agenda Template Creation/ Configuration	creation of a standard agenda template
Live Manager Installation (GT)	the installation of LiveManager on a user's computer so they can timestamp agenda items during a meeting.
Granicus Video - Online Training	Granicus Video - Online Training
Meeting Efficiency Suite	Meeting Efficiency is a hybrid Software-as-a-Service (SaaS) and Hardware-as-a-Service (HaaS) solution that enables government organizations to simplify the in-meeting management and post-meeting minutes creation processes of the clerk's office. By leveraging this solution, the client will be able to streamline meeting data capture and minutes production, reducing staff efforts and decreasing time to get minutes published. During a meeting, record roll calls, motions, votes, notes, and speakers, all indexed with video. Use the index points to quickly edit minutes, templates to format in Microsoft Word or HTML, and publish online with the click of a button. Meeting Efficiency includes:  • Unlimited user accounts
	Unlimited user accounts Unlimited meeting bodies Unlimited storage of minutes documents Access to one Granicus platform site Access to the LiveManager software application for recording information during meetings Access to the Word Add-in software component for minutes formatting in MS Word if desired One MS Word or HTML minutes template (additional templates can be purchased if needed)
Meeting Server Configuration (ME)	installing and configuring minutes functionality on the encoder so that the user can take minutes during a meeting.
Minutes Template Configuration (ME)	the one-time cost for creating a minutes template so that a user has a way to output minutes data into a preformatted document.
Minutes - Online Training	online training for Minutes, which allows clients to have online sessions with a Granicus trainer to show clerks how to take minutes during a meeting and how to edit and publish them after a meeting.



## TERMS AND CONDITIONS

- Link to State & Local Terms: <a href="https://granicus.com/pdfs/Master-Subscription-Agreement.pdf">https://granicus.com/pdfs/Master-Subscription-Agreement.pdf</a>
- Payment terms: net 30
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the
  invoice. It is the responsibility of California City CA to provide applicable exemption certificate(s).
- Discount is valid through end date 4/29/2019 pricing will be reassessed prior to renewal.
- If submitting a Purchase Order instead of signing the quote, please include the following language: All
  pricing, terms and conditions of quote Q-23109 are incorporated into this Purchase Order by reference.

AGRIENI	NT AND ACCEPTANCE		
	California City CA		Billing Information
Signature:		Name:	
Name:		Phone:	
Title:		Email:	
Date:		Address:	

Q-23109:5/9/2018

## CITY COUNCIL

September 25, 2018

TO: Mayor and City Council

FROM: Code Enforcement and Building Department

SUBJECT: Demolition and Removal of structures and debris at Lakeview Mobile

**Home Park** 

**BACKGROUND:** As part of the continued efforts to improve the City, the City Staff has put together a committee of employees from different departments to come up with a plan to abate nuisance structures at the Lakeview Mobile Home Park. There are several components to the plan but the ultimate goal is to improve the Lakeview Mobile Home Park by removing structures that are a safety hazard. The committee would target approximately seventeen structures for removal.

City Staff put out to two requests for proposal (RFP), one RFP for testing the potential structures that might be abated for asbestos and lead based paint and another RFP to demolish structures that the City will receive a warrant to abate. The lowest most responsive proposal for the testing was from Krazan and Associates Inc at \$1,125 per property. The lowest most responsive proposal for the demolition and remove all debris was from Parker Construction at \$21,600 per property.

**RECOMMENDATION:** Authorize City Manager to create contracts with Krazan to test structures that will be demolished at a cost of \$1,125 per property and Parker Construction to demolish the structures and clean at a cost of \$21,600 per property; in the Lakeview Mobile Home Park, in a form approved by the City Attorney. Appropriate from the General Fund Reserve to fund the property demolition and clean up, for a total of \$386,325.

## **ATTACHMENTS:**

- 1. RFP from Krazan
- 2. RFP from Parker Construction

## FISCAL IMPACT: Account Number 10-4151-633

- The cost to obtain the warrants for the property
- \$1,125 per structure to test structures, plus cost to remove any asbestos or lead based paint if found.
- \$21,600 per structure to demolition and remove of all structures and debris

Total Funding request would be \$386,325 to be transferred from General Fund Reserves. This action requires a 4/5 vote by the council for approval.

## **ENVIRONMENTAL IMPACT:**

Minimal; all structures will be tested for asbestos and lead based paint (LBP); if any asbestos or LBPs are found they will be disposed of properly. At least 65 percent of the demolition trash will be diverted.

The Finance Director has reviewed the staff report and finds the recommendations to be within the budget constraints of the Department.



# GEOTECHNICAL ENGINEERING • ENVIRONMENTAL ENGINEERING CONSTRUCTION TESTING & INSPECTION

September 4, 2018

Proposal No. P18-296

Joe Barragan
Deputy Building Official
City of California City Building Department
Attn: Denise Hilliker, City Clerk
21000 Hacienda Blvd
California City, CA 93505
(760) 373-7162

RE:

Proposal/Cost Estimate
Asbestos Survey & Lead-Based Paint Survey
Ten – Twenty Structures
Lakeview Homes Testing
Lakeview Mobile Home Park
California City, California

Dear Ms. Hilliker:

Krazan & Associates, Inc. (Krazan) appreciates the opportunity to submit this Proposal/Cost Estimate for an Asbestos Survey (ASB), and Lead-Based Paint Survey (LBP) at the referenced site.

#### ASBESTOS SURVEY

The purpose of the asbestos survey would be to attempt to determine if asbestos containing materials (ACMs) have been used in the construction of the on-site structures. All work will be supervised by a State of California Division of Occupational Safety and Health (DOSH) Certified Asbestos Consultant. The scope of work for the asbestos survey would include conducting a visual survey of the buildings, review of any available construction or "as built" plans as provided by the client, performing bulk sampling and analysis of materials suspected to contain asbestos.

Samples will be collected in a manner which minimizes the emissions of asbestos fibers into the ambient air. Observations and sample locations will be documented as the work progresses. An assessment of the condition and damage of the suspected ACM will be documented by the sample collector. Wall board and taping mud will be sampled as one unit, and discrete samples of each material will not be obtained. All attempts will be made to collect building material samples from discrete, out of sight locations which would not distract from building aesthetics or occupant use of the building. Krazan will not be responsible for restoring building materials at sample locations to original pre-survey conditions. Asbestos sample locations

will be selected to best represent areas of building materials which appear to be homogeneous. Multiple samples of similar suspected ACMs will be collected to provide improved accuracy and quality assurance. No electrical equipment will be sampled. Sampling around electrical equipment will not be conducted unless client provides a licensed electrician to accompany and assist our inspector.

Destructive techniques such as partially demolishing walls to expose piping or entry into confined spaces will not be performed. The client will be expected to provide access to all locked or restricted areas.

The bulk asbestos samples will be collected and transported under chain-of-custody to a laboratory accredited under the National Voluntary Laboratory Accreditation Program (NVLAP) administered by the National Institute of Standards and Technology. All bulk samples submitted for testing will be analyzed for asbestos content by polarized light microscopy (PLM).

The laboratory results will be compiled into a report, signed by a Certified Asbestos Consultant. This report will classify the types of ACMs and identify the sample locations through drawings and written descriptions. This report will include a discussion of the physical condition of each ACM identified, as well as recommendations concerning the identified ACM. This scope of work will include approximate measurements of the identified ACMs. However, it is the abatement contractor's responsibility to confirm the actual volume of ACMs, as this report is not intended to be the sole basis for asbestos removal bids. Removal specifications will not be provided.

#### LEAD-BASED PAINT SURVEY

The purpose of the lead-based paint (LBP) survey would be to attempt to determine if lead containing paints have been used at the on-site structures. The scope of work for the LBP survey would include conducting a visual survey of the building, review of any available construction or "as built" plans, performing bulk sampling and analysis of paints suspected to contain lead and providing diagrams showing the location of LBP samples.

Lead sample locations will be selected to best represent areas of building materials which appear to be homogeneous. Multiple samples of similar suspected LBP will be collected to provide improved accuracy and quality assurance. The purpose of the sampling will be to provide a general indication of whether or not LBP is present. We will make every attempt to identify visually unique paint or surface types. However, in a building of this size and age, there is a chance that hidden materials exist, or that areas which were painted with different and distinct paint types are now covered by a single overlay. To the extent possible within this scope of work, Krazan will attempt to identify LBP which are not visible or accessible. The client will be expected to provide access to all locked or restricted areas.

KRAZAN & ASSOCIATES, INC.
With Offices Serving the Western United States

The results of our survey will be summarized in a report signed by a California DPH Certified Lead-Related Construction Inspector/Assessor. The bulk samples will be collected and transported under Chain-of-Custody procedures to a laboratory certified under the National Lead Laboratory Accreditation Program and will be analyzed for lead content.

The laboratory results will be compiled into a thorough report, which will identify paints with lead and identify the sample locations through written descriptions. The report will include a discussion of the nature and physical condition of each area identified with LBP.

## ESTIMATED COSTS AND TIME SCHEDULE

Based on the generalized methodology outlined above, we anticipate that the Asbestos and Lead-Based Paint surveys will be completed within the time-frame and cost constraints listed in the table below.

#### ESTIMATED COSTS AND TIME SCHEDULE

ASBESTOS SURVEY

Time Frame 15-20 business days (after site access is granted)

Cost \$650 per structure

LEAD-BASED PAINT SURVEY

Time Frame Same as Asbestos Survey

Cost \$475 per structure

TOTAL: \$ 1,125 (NTE \$22,500 for possible twenty structures)

## **GENERAL CONDITIONS**

In the event that the scope of work changes, or the client does not quickly provide access to the property, the report may be submitted to the client at a later date. During the course of the Surveys, if it is determined that additional work may be appropriate, the client will be notified so that the scope of work at the subject site and this Agreement can be modified accordingly. All billings are due 30 days from the date of billing. All "past due" balances will accrue a penalty of 18% annually (1.5% per month). This proposal is valid for a period of 30 days after which Krazan & Associates reserves the right to modify its content.

## RELIANCE

At the request of City of California City Building Department, we will issue a reliance letter authorizing a single third party to rely on the contents of our report in support of your obtaining funding for the subject site. This reliance letter will be issued at no additional cost to you. Reliance letters may also be issued at Krazan & Associates' discretion for additional lenders and/or parties requiring reliance on the content of our report for an additional fee equal to 10 percent of the cost for the report per relying party. Reliance letters will be issued in our standard format and will condition the authorization to rely on our report based on the third parties' agreement to be bound to the terms and conditions of the Agreement between City of California City Building Department, and Krazan & Associates as if the contract had been entered into by them directly. Krazan & Associates reserves the right to reject any requirement that we adopt and issue forms of reliance letters provided by lenders without the right to modify the document to comply with our business practices.

## **AUTHORIZATION**

If this proposal meets with your approval, please sign and return the Agreement to us as our authorization to proceed. Please note that the limitation of liability clause under the heading of Risk Allocation on the enclosed Agreement is an integral part of our proposal and fee structure. This limitation of liability shall apply for services provided by Krazan & Associates on the subject project regardless of the form of agreement ultimately executed. The amount of the limitation may be negotiated for an additional fee. If a higher limitation is desired, please contact our office so a revised proposal can be prepared. Upon receipt of the signed contract, we will execute the Agreement and return a signed original for your files. Signing of the Agreement will indicate that an authorized agent of City of California City Building Department, has reviewed the scope of services and determined that they do not need or want more services than are being proposed at this time. If there is a need for any change in the scope of services or schedule described in the proposal or in the standard contract, please call us immediately. Changes may require revision of the estimated fees.

In the event that the work is to be performed under an agreement originated by City of California City Building Department \_ the agreement or contract must be for the contracting of professional services. We request that a copy of the form of agreement be provided as soon as possible so that we can have an opportunity to review the terms without impacting scheduling of our services. Where work is to be authorized by Purchase Order, the Purchase Order must specifically incorporate this proposal by reference. By issuing a Purchase Order authorizing our services, it is agreed that the terms of the Purchase Order shall be null and void even where stated otherwise on the Purchase Order and that the terms of the attached Contract shall prevail.

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Should we be requested to start work prior to our receipt of a signed contract, your request to initiate services, which must be provided by fax or email, will indicate *express or implied* acceptance of the terms and conditions of our attached Agreement.

If you have any questions or if we may be of further assistance, please do not hesitate to contact our office at (559) 348-2200.

Respectfully submitted, KRAZAN & ASSOCIATES, INC.

Effrey R. Noël
Project Manager

JRN/mlt

Attachment

## AGREEMENT FOR PROFESSIONAL ENVIRONMENTAL CONSULTING SERVICES

THIS AGREEMENT is made by and between KRAZAN & ASSOCIATES, INC., hereinafter referred to as "Consultant", and CITY OF CALIFORNIA CITY BUILDING DEPARTMENT hereinafter referred to as "Client." This Agreement executed in Clovis, CA is effective as of the 4th day of September, 2018. This Agreement between the parties consists of the TERMS AND CONDITIONS (below), the attached PROPOSAL titled Lakeview Homes Testing file number P18-296 dated September 4, 2018 ("PROPOSAL") and any exhibits or attachments cited in the PROPOSAL, which are incorporated in full by this reference. The parties agree as follows:

#### 1. DEFINITIONS

- 1.1. Contract Documents. Plans, specifications, and agreements between Client and Contractor, including addenda, amendments, supplementary instructions, and change orders.
- 1.2. Contractor. The contractor or contractors, and including its/their subcontractors of every tier, retained to construct the Project for which Consultant is providing Services under this Agreement.
  - 1.3. Day(s). Calendar day(s) unless otherwise stated.
- 1.4. Hazardous Materials. The term Hazardous Materials means any toxic substances, chemicals, radioactivity, pollutants or other materials, in whatever form or state, known or suspected to impair the environment in any way whatsoever. Hazardous Materials include, but are not limited to, those substances defined, designated or listed in any federal, state or local law, regulation or ordinance concerning hazardous materials, toxic substances or pollution.
- 1.5. Services. The professional services provided by Consultant as set forth in this Agreement the SCOPE OF SERVICES and any written Change Order, Task Order or amendment to this Agreement
- 1.6. Work. The labor, materials, equipment and services of the Contractor required to complete the work described in the Contract Documents.
  - 1.7. Schedule of Fees. Consultant's standard annual fee schedule unless project specific fee schedule is provided.
- 1.8 Inspection (or Observation). Visual determination of conformance with specific or, on the basis of Consultant's professional judgment, general requirements.
- 1.9 Testing. Measurement, examination, performance of tests, and any other activities to determine the characteristics or performance of materials.
- 1.10. Construction. Site improvement activities including but not limited to site clearing, demolition, excavation, grading, installation of remediation equipment, implementation of bioremediation, or construction of structures.
- 1.11. Governmental Agencies. All federal state and local agencies having jurisdiction over the Project.

#### 2. SCOPE OF SERVICES

Consultant will perform the SCOPE OF SERVICES set forth in the attached PROPOSAL.

- 2.1. Changes in Scope. If Consultant provides Client with a writing confirming a change in the PROPOSAL or the Services, it will become an amendment to this Agreement unless Client objects in writing within 5 business days after receipt. All Services performed by Consultant on the Project are subject to the terms and limitations of this Agreement. If Services are performed, but the parties do not reach agreement concerning modifications to the PROPOSAL, Services or compensation, then the terms and limitations of this Agreement apply to such Services, except for the payment terms. The parties agree to resolve disputes concerning modifications to scope or compensation pursuant to Section 18, "Disputes."
- 2.2. Licenses. Consultant will procure and maintain business and professional licenses and registrations necessary to provide its Services.
  - 2.3. Excluded Services. Consultant's Services under this Agreement include only those Services specified in the PROPOSAL.
- 2.3.1. General. Client expressly waives any claim against Consultant resulting from its failure to perform recommended additional Services that Client has not authorized Consultant to perform, and any claim that Consultant failed to perform services that Client instructs Consultant not to perform.
- 2.3.2. Biological Pollutants. Unless identified as the specific subject of the Consultant's PROPOSAL, Consultant's PROPOSAL specifically excludes the investigation, detection, prevention or assessment of the presence of Biological Pollutants. The term "Biological Pollutants" includes, but is not limited to, molds, fungi, spores, bacteria, viruses, and/or any of their byproducts. Consultant's PROPOSAL will not include any interpretations, recommendations, findings, or conclusions pertaining to Biological Pollutants. Client agrees that Consultant has no liability for any claims alleging a failure to investigate, detect, prevent, assess, or make recommendations for preventing, controlling, or abating Biological Pollutants. Furthermore, Client agrees to defend, indemnify, and hold harmless Consultant from all claims by any third party concerning Biological Pollutants, except for damages caused by Consultant's sole negligence.
- 2.4. Changes in Schedule. Because of the uncertainties inherent in the Services contemplated, time schedules are only estimated schedules and are subject to revision unless otherwise specifically stated in the PROPOSAL.
- 2.5. Sampling, Inspection & Test Locations. Unless specifically stated otherwise, the Scope of does not include surveying the Site or precisely identifying sampling, inspection or test locations, depths or elevations. Sampling, inspection and test locations, depths and elevations will be based on field estimates and information furnished by Client and its representatives. Unless stated otherwise in the report, such locations, depths and elevations are approximate. Company will take reasonable precautions to limit damage to the Project Site or Work due to the performance of Services, but Client understands that some damage may necessarily occur in the normal course of Services, and this Agreement does not include repair of such damage unless specifically stated in the Scope of Services.

#### 3. PAYMENTS TO CONSULTANT

3.1. Basic Services. Consultant will perform all Services set forth in the attached PROPOSAL on a lump sum/fixed fee basis as set forth therein.

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- 3.2. Additional Services. Any Services performed under this Agreement except those Services expressly identified in the attached PROPOSAL, will be provided on a time and materials basis unless otherwise specifically agreed to in writing by both parties.
- 3.3. Estimate of Fees. Consultant will, to the best of its ability, perform the Services and accomplish the objectives defined in this Agreement within any written cost estimate provided by Consultant. Client recognizes that changes in scope and schedule, and unforeseen circumstances can all influence the successful completion of Services within the estimated cost. The provision of an estimate of fees or a cost estimate is not a guarantee that the Services will be completed for that amount; Consultant's Services shall continue on a time and expense basis to completion unless directed otherwise by Client. Furthermore, the provision of a "not to exceed" limitation is not a guarantee that the Services will be completed for that amount; rather, it indicates that Consultant will not incur fees and expenses chargeable to Client in excess of the "not to exceed" limitation amount without notifying Client in writing that the "not-to-exceed" amount has been reached and that Services will continue on a time and materials basis unless directed by Client to discontinue any further Services.
  - 3.4. Rates. Client will pay Consultant at the rates set forth in the SCHEDULE OF FEES.
- 3.4.1. Changes to Rates. Client and Consultant agree that the SCHEDULE OFFEES IS applicable only through December 31 of the year published, unless stated otherwise in the PROPOSAL and is subject to periodic review and amendment, as appropriate to reflect Consultant's then-current fee structure. Unless otherwise provided for in the PROPOSAL, where projects are on-going beyond December 31 of the year the services were initiated, the rates presented in the PROPOSAL and Schedule of Fees are subject to an annual cost of living adjustment based on the consumer price index for the geographic area where our services are being provided. Not withstanding the foregoing, where Prevailing Wage regulations apply Consultant's labor rates are subject to revision based on determinations made by the governing agency. Where labor rates are increased during the course of the project Consultant's billing rates presented in the PROPOSAL and the Schedule of Fees shall be increased proportionally with respect to any mandated labor and/or benefits rate increases unless otherwise stipulated in the PROPOSAL. In the event that the cost of fuel increases 10 percent or more over the course of the project a fuel surcharge may be imposed to recoup the added costs incurred by Consultant. Consultant will give Client at least 30 days advance notice of any changes. Unless Client objects in writing to the proposed amended fee structure within 30 days of notification, the amended fee structure will be incorporated into this Agreement and will then supersede any prior fee structure. If Client timely objects to the amended fee structure, and Consultant and Client cannot agree upon a new fee structure within 30 days after notice. Consultant may terminate this Agreement and be compensated as set forth under Section 17, "Termination,"
- 3.4.2. Prevailing Wages. Unless Client specifically informs Consultant in writing that prevailing wage regulations cover the Project and the SCOPE OF SERVICES identifies it as covered by such regulations, Client will reimburse, defend, indenmify and hold harmless Consultant from and against any liability resulting from a subsequent determination that prevailing wage regulations cover the Project, including all costs, fines and attorneys' fees.
- 3.5. Payment Timing; Late Charge. Consultant shall invoice Client no more frequently than once per month for Services rendered. All invoices are due and payable upon receipt. Upon Consultant's approval of Client for 3D-day payment terms Client shall pay undisputed portions of each progress invoice within thirty (30) days of the date of the invoice. The invoice amounts shall be presumed to be correct unless Client notifies Consultant in writing. If Client objects to all or any portion of any invoice, Client will so notify Consultant in writing within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and promptly pay when due that portion of the invoice not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice. In the absence of written notification described above, the balance as stated on the invoice will be paid. Payment thereafter will first be applied to accrued late payment charges interest on unpaid undisputed charges and then to the unpaid principal amount. Consultant reserves the right to apply payments to Client's outstanding invoices from oldest to most recent regardless of invoice designation on checks received. All amounts unpaid when due will include a late payment charge from the date of the invoice, at the rate of 1-1 1/2% per month or the highest rate permitted by law on the unpaid balance from the invoice date until the same is paid. Consultant reserves the right to require payment in full on any and all invoices prior to releasing field notes, laboratory test data, photographs, analyses and/or reports. All undisputed amounts due to Consultant by Client shall be paid in full prior to Consultant's release of final reports or other required forms of certified or verified reports. If the account becomes delinquent, the Client will reimburse Consultant for all time spent and expenses (including fees of any attorney, collection agency, and/or court costs) incurred in connection with collecting any delinquent amount. Consultant shall not be bound by any provision or agreement conditioning Consultant's right to payment upon payment by a third party. In the event of a legal action for invoice amounts not paid, attorneys' fees, court costs, and other related expenses shall be paid to the prevailing party. Client's failure to pay Consultant when due the failure to pay will constitute a substantial failure of Client to perform under this Agreement and Consultant will have the right to stop all current work and withhold letters, reports, or any verbal consultation until the invoice is paid in full. In the event that Client fails to pay Consultant within sixty (60) days after any invoice is rendered. Client agrees that Consultant will have the right to consider the failure to pay Consultant's invoice as a breach of this Agreement. If the Client requests back-up data or changes to the format of the standard invoice, an administrative fee of \$100 per invoice may be charged plus \$1 per page of back-up data.

## 4. STANDARD OF PERFORMANCE; DISCLAIMER OF WARRANTIES

- 4.1. Standard of Care. Subject to the limitations inherent in the agreed SCOPE OFSERVICES as to the degree of care, the amount of time and expenses to be incurred, and subject to any other limitations contained in this Agreement. Consultant may perform its Services consistent with that level of care and skill ordinarily exercised by other professional Consultants practicing in the same locale and under similar circumstances at the time the Services are performed. No other representation and no warranty or guarantee, express or implied, is included or intended by this Agreement or any report, opinion, document, or other instrument of service.
- 4.2. Level of Service. Consultant offers different levels of professional consulting services to suit the desires and needs of different clients. Although the possibility of error can never be eliminated, more detailed and extensive Services yield more information and reduce the probability of error, but at increased cost. Although risk associated with site acquisition or

development can never be eliminated, more detailed and extensive investigations yield more information. It is for these reasons that Client must determine the level of Services adequate for its purposes. Client has reviewed the PROPOSAL and has determined that it does not need or want a greater level of Services than that specifically identified in the PROPOSAL.

4.3. No Warranty. Client recognizes the inherent risks connected with property transactions and site development, and understands when signing that those risks are not entirely eliminated through the services of Consultant. Client recognizes that opinions relating to geologic or environmental conditions, including those associated with air, soil and groundwater, are based on limited data and that actual surface and subsurface conditions may vary from those observed at locations where borings, surveys, or explorations are made. Client also recognizes that site conditions may change with time, conditions may vary from those encountered at the times when and locations where the data are obtained, despite the use of due professional care. Therefore, in signing this Agreement the Client understands that Consultant is not providing a warranty or assurance as to the surface and subsurface conditions throughout the site, or the performance of the project. Consultant's tests and observations of the Work by third parties not under contract to Consultant are not a guarantee of the quality of Work and do not relieve other parties from their responsibility to perform their Work in accordance with applicable plans, specifications and requirements. This Agreement neither makes nor intends a warranty or guarantee, express or implied, of any type nor does it create a fiduciary responsibility to Client by Consultant.

#### 5. CONSTRUCTION/REMEDIATION PHASE SERVICES

- 5.1. Construction Observation/Remediation Implementation and Operation.
  - If Consultant's PROPOSAL includes observation and/or testing during the course of construction, which may include or consist of remediation implementation and operation activities, Consultant may:
- 5.1.1. Site Meetings & Visits. Consultant will participate in job site meetings as requested by Client, and, unless otherwise requested by Client, visit the site at times specified in the PROPOSAL or, if not specified in the PROPOSAL, at intervals as Consultant deems appropriate to the various stages of construction and remediation to observe the conditions encountered by Contractor and the progress and quality of the environmental aspects of the Work. Based on information obtained during such visits and on such observations. Consultant may inform Client of the progress of the environmental aspects of the Work. Client understands that Consultant may not be on site continuously; and, unless expressly agreed otherwise. Consultant will not observe all of the Work. Consultant will report any observed environmental related Work to the Client which, in Consultant's professional opinion, does not conform with plans and specifications.
- 5.1.2. Contractor's Performance. Consultant does not, and cannot warrant or guarantee that all of the environmental Work performed by Contractor meets the requirements of Consultant's recommendations or the plans and specifications for such Work; nor can Consultant be responsible for Contractor's failure to perform the Work in accordance with the plans, specifications or the recommendations of Consultant. No action of Consultant or Consultant's representative can be construed as altering any Agreement between the Client and others. Consultant has no right to reject or stop work of any agent of the Client. Such rights are reserved solely for the Client.
- 5.1.3. Contractor's Responsibilities. Consultant will not supervise, direct or have control over the Work nor will Consultant have authority over or responsibility for the means, methods, technique s. sequences or procedures selected by Contractor for construction or remediation activities at the Project: for safety precautions and programs incident to the Work; nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor furnishing and performing its Work. Client understands and agrees that Contractor, not Consultant, has sole responsibility for the safety of persons and property at the Project Site, ands that Consultant shall not be responsible for job site safety or the evaluating and reporting of job conditions concerning health, safety or welfare.
- <u>5.1.4. Final Report.</u> At the conclusion of Construction Phase Services, Consultant will provide Client with a written report summarizing the tests and observations, if any, made by Consultant.
- 5.2. Review of Contractor's Submittals. If included in the SCOPE OF SERVICES, Consultant will review and take appropriate action on the Contractor's submittals, such as action plans, shop drawings, product data, samples, and other required submittals. Consultant will review such submittals solely for general conformance with Consultant's design, and will not include review for the following, all of which will remain the responsibility of the Contractor: accuracy or completeness of details, quantities or dimensions: construction means, methods, sequences or procedures: coordination among trades; or construction safety.
- 5.3. Tests. Tests performed by Consultant on finished Work or Work in progress are taken intermittently and indicate the general acceptability of the Work on a statistical basis. Consultant's tests and observations of the Work are not a guarantee of the quality of Work and do not relieve other parties from their responsibility to perform their Work in accordance with applicable plans, specifications and requirements.
- 5.4. Retention of Third Party Consultant. The Client understands that an environmental assessment report presents preliminary recommendations for remedial action based on assumptions made about the subsurface conditions. In order for Consultant to validate its assumptions, Consultant needs to be present at least periodically, during implementation of remediation activities. The observation of remediation implementation and operations, and the performance of sample collection and testing to determine remediation effectiveness and progress, by Consultant are integral elements of the Services where Consultant is to remain in the capacity of Environmental Consultant-Of Record. Client shall have the right to retain a party other than Consultant (Third Party Consultant) for review of plans and specifications, and the observation and testing during construction and remediation activities. In the event that a Third Party Consultant is retained by Client for those services, Client agrees that they will require the Third Party Consultant to contractually agree to the assumption of the role of Environmental Consultant-Of-Record for the project including all responsibilities and liabilities. Client further agrees to indemnify and hold hamnless Consultant. its subconsultants and subcontractors, and all of their respective shareholders, directors, officers, employees and agents (collectively "Consultant Entities") from and against any and all claims, suits, liabilities, damages, expenses (including reasonable attorney's fees and costs of defense), or other losses related to the environmental aspects of the project.

#### 6. CLIENT'S RESPONSIBILITIES

In addition to payment for the Services performed under this Agreement. Client agrees to:

- 6.1. Cooperation. Assist and cooperate with Consultant in any manner necessary and within its ability to facilitate Consultant's performance under this Agreement.
- 6.2. Representative. Designate a representative with authority to receive all notices and information pertaining to this Agreement communicate Client's policies and decisions, and assist as necessary in matters pertaining to the Project and this Agreement. Client's representative will be subject to change by written notice.
- 6.3. Rights of Entry. Provide access to and/or obtain permission for Consultant to enter upon all property, whether or not owned by Client, as required to perform and complete the Services. Consultant will operate with reasonable care to minimize damage to the Project Site(s) and any improvement located thereon. However, Client recognizes that Consultant's operations and the use of investigative equipment may unavoidably alter conditions or affect the environment at the existing Project Site(s). The cost of repairing such damage will be borne by Client and is not included in the fee unless otherwise stated in the PROPOSAL. If client desires or requires Consultant to restore the site to its former condition, upon written request Consultant will perform such additional work as is necessary and Client agrees to pay to Consultant the cost thereof.
- 6.4. Relevant Information. Supply Consultant with all information and documents in Client's possession or knowledge which are relevant to Consultant's Services. Client warrants the accuracy of any information supplied by it to Consultant, and acknowledges that Consultant is entitled to rely upon such information without verifying its accuracy. Prior to the commencement of any Services in connection with a specific property, Client will notify Consultant of any known potential or possible health or safety hazard existing on or near the Project Site, with particular reference to Hazardous Materials or conditions.
- 6.5. Subsurface Structures. If the Services require invasive subsurface exploratory work, Client will provide Consultant with all information in its possession regarding the location of underground utilities and structures or mark on the property, the location of all subsurface structures, such as pipes, tanks, cables and utilities within the property lines of the Project Site(s), and be responsible for any damage inadvertently caused by Consultant to any such structure or utility not so designated. Consultant is not liable to Client for any losses, damages or claims arising from damage to subterranean structures or utilities that were not correctly shown on plans furnished by Client to Consultant. Client waives any claim against Consultant, and agrees to defend, indemnify and hold Consultant harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees, as a result of personal injury, death or property damage occurring with respect to Consultant's performance of its work and arising from subsurface or latent conditions or damage to subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof was not revealed to Consultant by Client.
- 6.6. Project Information. Client agrees to provide Consultant within 5 days after written request, a correct statement of the recorded legal title to the property on which the Project is located and the Client and/or Owner's interest therein, and the identity and address of any construction lender.
- 6.7. Manifests. Execute all manifests or other documents evidencing ownership, possession or control over Hazardous
- 6.8. Notification to Authorities. Client is solely responsible for notifying all appropriate federal, state, municipal or other governmental agencies, and regulatory bodies, including the potentially affected public, of the existence of any Hazardous Materials located on or in the Project site(s), or encountered during the performance of this Agreement. Client also agrees to hold Consultant harmless for any and all consequences of disclosures made by Consultant which are required by governing law.
- 6.9. Notification to Third Party Site Owner. In the event the project site is not owned by Client. Client agrees that it is the Client's responsibility to inform the property owner of the discovery of hazardous materials.

#### 7. CHANGED CONDITIONS

If Consultant discovers conditions or circumstances that it had not contemplated at the commencement of this Agreement ("Changed Conditions"). Consultant will notify Client in writing of the Changed Conditions. Client and Consultant agree that they will then renegotiate in good faith the terms and conditions of this Agreement. If Consultant and Client cannot agree upon amended terms and conditions within 30 days after notice, Consultant may terminate this Agreement and be compensated as set forth in Section 17, "Termination."

#### 8. ESTIMATE OF REMEDIATION COSTS

Client acknowledges that environmental remediation costs are subject to many influences that are not subject to precise forecasting and are outside of Consultant's control. Client further acknowledges that actual costs incurred may vary substantially from the estimates prepared by Consultant and that Consultant does not warrant or guarantee the accuracy of environmental remediation cost estimates.

#### 9. CERTIFICATIONS

Client agrees not to require that Consultant execute any certification with regard to Services performed or Work tested and/or observed under this Agreement unless: 1) Consultant believes that it has performed sufficient Services to provide a sufficient basis to issue the certification; 2) Consultant believes that the Services performed or Work tested and/or observed meet the criteria of the certification; and 3) Consultant has reviewed and approved in writing the exact form of such certification prior to execution of this Agreement. Any certification by Consultant is limited to an expression of professional opinion based upon the Services performed by Consultant, and does not constitute a warranty or guarantee, either express or implied.

#### 10. ALLOCATION OF RISK

10.1. Limitation of Liability. The total cumulative liability of Consultant, its subconsultants and subcontractors, and all of their respective shareholders, directors, officers, employees and agents (collectively "Consultant Entities"), to Client arising from Services under this Agreement, including attorney's fees due under this Agreement, will not exceed the gross compensation received by Consultant under this Agreement or five thousand dollars (\$5,000.00), whichever is greater; provided, however, that such liability is further limited as described below. This limit is an aggregate limit with respect to all services on the project, whether provided under this, prior or subsequent agreements, unless modified in writing, agreed to and signed by authorized

representatives of the parties. This limitation applies to all lawsuits, claims or actions that allege errors or omissions in Consultant's Services, whether alleged to arise in tort, contract, warranty, or other legal theory. Upon Client's written request, Consultant and Client may agree to increase the limitation to a greater amount in exchange for a negotiated increase in Consultant's fee, provided that they amend this Agreement in writing as provided in Section 110. Parties mean the Client and Consultant and their respective officers, employees, agents, affiliates and subcontractors. The Parties also agree that the Client will not seek damages in excess of the limitations indirectly through suits with other parties who may join Consultant as a third-party defendant.

- 10.2. Indemnification. Client will indemnify and hold harmless Consultant, its subconsultants and subcontractors, and all of their respective shareholders, directors, officers, employees and agents (collectively "Consultant Entities") from and against any and all Losses to the extent caused by the negligence of Client, its employees, agents and contractors. In addition, except to the extent caused by Consultant's negligence. Client waives any claim against Consultant, and to the maximum extent permitted by law, expressly agrees to defend, indemnify and hold harmless Consultant Entities from and against any and all Losses, arising from or related to the existence, disposal, release, discharge, treatment or transportation of Hazardous Materials, or the exposure of any person to Hazardous Materials, or the degradation of the environment due to the presence, discharge, disposal, release of or exposure to Hazardous Materials.
- 10.3. Consequential Damages. Neither Client nor Consultant will be liable to the other for any special, consequential, incidental or penal losses or damages of whatever nature including but not limited to losses, damages or claims related to the unavailability of property or facilities, shutdowns or service interruptions, loss of use, loss of profits, loss of revenue, or loss of inventory, or for use charges, cost of capital, or claims of the other party and/or its customers, which may arise directly or indirectly as a result of the Services provided by Consultant under this Agreement.
- 10.4. Continuing Agreement. The provisions of this Section 10, "Allocation of Risk," will survive the expiration or termination of this Agreement. If Company provides Services to Client that the parties do not confirm through execution of an amendment to this Agreement, the provisions of this Section 10 will apply to such Services as if the parties had executed an amendment.
- 10.5. No Personal Liability. Client and Consultant intend that Consultant's Services will not subject Consultant's individual employees, officers or directors to any personal liability. Therefore, and not withstanding any other provision of this Agreement. Client agrees as its sole and exclusive remedy to direct or assert any claim, demand or suit only against the business entity identified as "Consultant" on the first page of this Agreement.

  11. INSURANCE
- 11.1. Consultant's Insurance. Consultant carries Statutory Workers' Compensation and Employer's Liability Insurance: Commercial General Liability Insurance for bodily injury and property damage: Automobile Liability Insurance, including liability for all owned, hired and non-owned vehicles; and Professional Liability Insurance. Certificates of insurance can be furnished upon written request but may not be processed unless accompanied by a signed Agreement. Client agrees not to withhold payment to Consultant for Client's failure to make such a timely request and such requests may not be honored if made after final completion of authorized Services. Additional charges may apply for Waiver of Subrogation and Additional Insured Endorsements. Consultant assumes the risk of damage caused by Consultant's personnel to Consultant's supplies and equipment.
- 11.2. Contractor's Insurance. Client shall require that all Contractors and subcontractors for the Project name Consultant as an additional insured under their General Liability and Automobile Liability insurance policies. If Client is not the Project owner, Client will require the Project owner to require the owner's Contractor to purchase and maintain General Liability, Builder's Risk, Automobile Liability, Workers' Compensation, and Employer's Liability insurance with limits no less than as set forth above, and to name Consultant and its subcontractors and subconsultants as additional insureds on the General Liability insurance.
- 11.3. Certificates of Insurance. Upon request, Consultant and Client will each provide the other with certificate(s) of insurance evidencing the existence of the policies required herein. Certificates of insurance can be furnished upon written request but may not be processed unless accompanied or preceded by a signed Agreement. Client agrees not to withhold payment to Consultant for Client's failure to make such a timely request and such requests may not be honored if made after final completion of authorized Services. Additional charges may apply for Waivers of Subrogation and Additional Insured Endorsements.

#### 12. OWNERSHIP AND USE OF DOCUMENTS

- 12.1. Client Documents. All documents provided by Client will remain the property of Client. Consultant will return all such documents to Client upon request, but may retain tile copies of such documents.
- 12.2. Consultant's Documents. Unless otherwise agreed in writing, all documents and information prepared by Consultant or obtained by Consultant from any third party in connection with the performance of Services, including, but not limited to. Consultant's reports, boring logs, maps, field data field notes, drawings and specifications, laboratory test data and other similar documents (collectively "Documents") are instruments of professional service, not products, and are the property of Consultant. Consultant has the right, in its sole discretion, to dispose of or retain the Documents. Consultant reserves the right to copyright such documents: however, such copyright is not intended to limit the Client's use of the services provided under this Agreement other than as described below.
- 12.3. Use of Documents. All Documents prepared by Consultant are solely for use by Client and will not be provided by either party to any other person or entity without Consultant's prior written consent, Except as set forth herein, neither Consultant nor Client will disclose, disseminate or otherwise provide such reports or information except as required for the completion of Contractor's Work or the monitoring of the Project by Governmental Agencies.
- 12.3.1. Use by Client. Client has the right to reuse the Documents for purposes reasonably connected with this Project for which the Services are provided, including without limitation design and licensing requirements of the Project.
- 12.3.2. Use by Consultant. Consultant retains the right of ownership with respect to any patentable concepts or copyrightable materials arising from Services and the right to use the Documents for any purpose.

- 12.4. Electronic Media. Consultant may agree at Client's request to provide Documents and information in an electronic format. Client recognizes that Documents or other information recorded on or transmitted as electronic media are subject to undetectable alteration due to (among other causes) transmission, conversion, media degradation, software error, or human alteration. Accordingly, all Documents and information provided by Consultant in electronic media are for informational purposes only and not as final documentation; the paper original issued by Consultant will remain the final documentation of the Services.
- 12.5. Unauthorized Reuse. No party other than Client may rely, and Client will not represent to any other party that it may rely on Documents without Consultant's express prior written consent and receipt of additional compensation. Client will not permit disclosure, mention, or communication of, or reference to the Documents in any offering circular, securities offering, loan application, real estate sales documentation, or similar promotional material without Consultant's express prior written consent. Client waives any and all claims against Consultant resulting in any way from the unauthorized reuse or alteration of Documents by itself or anyone obtaining them through Client. Client will defend, indemnify and hold harmless Consultant from and against any claim, action or proceeding brought by any party claiming to rely upon information or opinions contained in Documents provided to such person or entity, published, disclosed or referred to without Consultant's prior written consent.

#### 13. SAMPLES AND CUTTINGS

- 13.1. Sample Retention. If Consultant provides laboratory testing or analytic Services, Consultant will preserve such soil, rock, water, or other samples as it deems necessary for the Project, but no longer than 30 days after issuance of any Documents that include the data obtained from these samples. All samples shall remain the property of the Client and in the absence of evidence of contamination Consultant shall dispose of samples tor the Client. All samples will be disposed of or destroyed after the thirty (30) day period unless Consultant is otherwise advised. Client will promptly pay and be responsible for the removal and lawful disposal of all contaminated samples, cuttings, Hazardous Materials, and other hazardous substances. Upon request, Consultant will deliver samples to the Client or will store them for an agreed delivery or storage charge.
- 13.2. Monitoring Wells. Client will take custody of all monitoring wells and probes installed during an investigation by Consultant, and will take any and all necessary steps for the proper maintenance, repair or closure of such wells or probes at Client's expense.
- 13.3. Cuttings. All cuttings, drilling fluid and wash water shall remain the property of the Client, and Client shall be responsible for and promptly pay for the removal and lawful disposal of cuttings, drilling fluids, wash water and hazardous materials, unless otherwise agreed in writing.

#### 14. RELATIONSHIP OF THE PARTIES

Consultant will perform Services under this Agreement as an independent contractor.

#### 15. ASSIGNMENT AND SUBCONTRACTS

During the term of this Agreement and following its expiration or termination for any reason, neither party may assign this Agreement or any right or claim under it. in whole or in part, without the prior written consent of the other party, except for an assignment of proceeds for financing purposes. Any assignment that fails to comply with this paragraph will be void and of no effect. Consultant may subcontract for the services of others without obtaining Client's consent if Consultant deems it necessary or desirable for others to perform certain Services.

## 16. SUSPENSION AND DELAYS

- 16.1. Procedures. Client may, at any time by 10 days written notice suspend performance of all or any part of the Services by Consultant. Consultant may terminate this Agreement if Client suspends Consultant's Services for more than 60 days and Client will pay Consultant as set forth under Section 17, "Termination" If Client suspends Consultant's Services, or if Client or others delay Consultant's Services. Client and Consultant agree to equitably adjust: (1) the time for completion of the Services; and (2) Consultant's compensation in accordance with Consultant's then current SCHEDULE OF FEES for the additional labor, equipment, and other charges associated with maintaining its workforce for Client's benefit during the delay or suspension, or charges incurred by Consultant for demobilization and subsequent remobilization.
- 10.2. Liability. Consultant is not liable to Client for any failure to perform or delay in performance due to circumstances beyond Consultant's control. including but not limited to pollution, contamination, or release of hazardous substances, strikes, lockouts, riots, wars, fires, flood, explosion, "acts of God." adverse weather conditions, acts of government, labor disputes, delays in transportation or inability to obtain material and equipment in the open market.

#### 17. TERMINATION

- 17.1. Termination for Convenience. Consultant and Client may terminate this Agreement for convenience upon 30 days written notice delivered or mailed to the other party.
- 17.2. Termination for Cause. In the event of material breach of this Agreement, the non-breaching party may terminate this Agreement if the breaching party fails to cure the breach within 5 days following delivery of the non-breaching party's written notice of the breach to the breaching party. The termination notice must state the basis for the termination. The Agreement may not be terminated for cause if the breaching party cures the breach within the 5-day period.
- 17.3. Payment on Termination. Following termination other than for Consultant's material breach of this Agreement, Client will pay Consultant for Services performed prior to the termination notice date, and for any necessary Services and expenses incurred in connection with the termination of the Project, including but not limited to, the costs of completing analysis records and reports necessary to document job status at the time of termination and costs associated with termination of subcontractor contracts in accordance with Consultant's then current SCHEDULE OF FEES.

  18. DISPUTES
- 18.1. Mediation. All disputes between Consultant and Client, except those involving Client's failure to pay undisputed invoices as provided herein, are subject to mediation. Either party may demand mediation by serving a written notice stating the essential nature of the dispute, amount of time or money claimed, and requiring that the matter be mediated within 45 days of service of notice. The mediation shall be administered by the American Arbitration Association or by such other person or organization as the parties may agree upon, in accordance with the rules of the American Arbitration Association.

- 18.2. Precondition to Other Action. No action or suit, except those involving Client's failure to pay undisputed invoices as provided herein, may be commenced unless the mediation did not occur within 45 days after service of notice; or the mediation occurred but did not resolve the dispute; or a statute of limitation would elapse if suit was not filed prior to 45 days after service of notice. If the matter is referred to arbitration, the arbitration shall be conducted in Fresno County. California. The arbitrator shall be appointed within 60 days of the arbitrators 'receipt of a written request to arbitrate the dispute. The arbitrator shall be authorized to provide all recognizable remedies available in law or equity for any cause of action that is the basis of the arbitration (to the extent such remedy is not otherwise precluded under this Agreement), provided that (i) the arbitrator shall not have the authority to award punitive damages, and (ii) each party shall bear its own costs and attorney's fees related to the arbitration.
- 18.3. Choice of Law; Venue. This Agreement will be construed in accordance with and governed by the laws of the state in which the Project is located. Except for actions, such as for enforcement of mechanic's liens, which are required by statute to be brought in a specific venue, or unless the parties agree otherwise, any mediation or other legal proceeding will occur in the County in which the Project is located. Client waives the right to have the suit brought, or tried in, or removed to, any other county or judicial jurisdiction. The prevailing party will be entitled to recovery of all reasonable costs incurred, including court costs, reasonable attorney's fees, and other claim related direct expenses.
- 18.4. Statutes of Limitations. Any applicable statute of limitations will be deemed to commence running on the earlier of the date of substantial completion of Consultant's Services under this Agreement or the date on which claimant knew, or should have known, of facts giving rise to its claims.

#### 19. MISCELLANEOUS

- 19.1. Integration and Severability. This Agreement reflects the entire agreement of the parties with respect to its terms and conditions, and supersedes all prior agreements, whether written or oral. If any portion of this Agreement is void or voidable, such portion will be deemed stricken and the Agreement reformed to as closely approximate the stricken portions as the law allows. If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired.
- 19.2. Modification of This Agreement. This Agreement may not be modified or altered, except by a written agreement signed by authorized representatives of both parties and referring specifically to this Agreement.
- 19.3. Notices. Any and all notices, requests, instructions, or other communications given by either party to the other must be in writing and either hand delivered to the recipient or delivered by first-class mail with return receipt(postage prepaid) or express mail (billed to sender) at the addresses given in this Agreement.
- 19.4. Headings. The headings used in this Agreement are for convenience only and are not a part of this Agreement.
- 19.5. Waiver. The waiver of any term, conditions or breach of this Agreement will not operate as a subsequent waiver of the same term, condition, or breach. One or more waivers of any term, condition or covenant by either party shall not be construed as a waiver of any other term, condition or covenant.
- 19.6. Survival. These terms and conditions survive the completion of the Services and/or the termination of this Agreement, whether for cause or for convenience.
- 19.7. Warranty Of Authority To Sign, Personal Guarantee. The person signing this contract warrants that he/she has authority to sign on the behalf of the Client for whose benefit Consultant's services are rendered. If such person does not have such authority, he/she agrees that he/she is personally liable for obligations under this Agreement and all breaches of this contract and that in any action against him/her for breach of such warranty, reasonable attorney's fees shall be included in any judgment rendered. Further, if Client fails to perform and is in breach of this Agreement the person signing this Agreement agrees that he/she is personally liable for obligations under this Agreement and all breaches of this contract and that in any action against him/her for breach of such warranty, reasonable attorney's fees shall be included in any judgment rendered.
- 19.8. Precedence. These Terms and Conditions take precedence over any inconsistent or contradictory provisions contained in any other agreement term, proposal, purchase order, requisition, notice to proceed, or other document regarding Consultant's Services.
- 19.9. Incorporation of Provisions Required By Law. Each provision and clause required by law to be inserted in this Agreement is included herein, and the Agreement should be read and enforced as though each were set forth in its entirety herein.

#### 20. HAZARDOUS MATERIALS RISKS

Client recognizes that, while necessary for subsurface investigations, commonly used exploration methods, such as drilling borings, pushing probes or excavating trenches, involve an inherent risk. These exploration methods may penetrate through an aquifer of contaminated fluid and serve as a connecting passageway between the contaminated aquifer and an uncontaminated aquifer or groundwater, inducing cross-contamination. While backfilling with grout or by other means, according to the state of practice, is intended to provide a seal against such passageway, it is recognized that such a seal may be imperfect and there is an inherent risk of cross-contamination when drilling borings, pushing probes excavating trenches or implementing other methods of exploration in connection with a contaminated site. Client recognizes that the state of practice, particularly with respect to contaminated site and materials conditions, is changing and evolving. While Consultant is required to perform in reasonable accordance with the standards in effect at the time the services are performed, it is recognized that those standards may subsequently change because of improvements in the state of practice.

Client recognizes that Consultant's failure to detect the presence of hazardous materials at a site, even though hazardous materials may be assumed or expected to exist through the use of appropriate and mutually agreed upon sampling techniques, does not guarantee that hazardous materials do not exist at the site. Similarly, Client recognizes that Consultant's subsurface explorations may not encounter hazardous materials at a site, which may later be affected by hazardous materials due to natural phenomena or human intervention. Client recognizes that the state of practice, particularly with respect to contaminated site and materials conditions, is changing and evolving. While Consultant is required to perform in reasonable accordance with the standards in effect at the time the services are performed, it is recognized that those standards may subsequently change because

of improvements in the state of practice. Client agrees to waive any claim against Consultant and agrees to defend, indemnify, and hold Consultant harmless from claims or liability for injury or loss arising from Consultant's failure to detect the presence of hazardous materials through techniques commonly employed for the purpose.

All laboratory and field equipment contaminated in performing Consultant's services will be cleaned at Client's expense. Contaminated consumables will be disposed of and replaced at Client's expense. Equipment (including tools) which cannot be reasonably decontaminated shall become the property and responsibility of Client. All such equipment shall be delivered to Client or disposed of in a manner similar to that indicated for hazardous samples. Client agrees to pay the fair market value of any such equipment which cannot reasonably be decontaminated.

21. ENTIRE AGREEMENT

This Agreement between the parties consists of these Terms and Conditions, the PROPOSAL by the Consultant, and any exhibits or attachments noted in the PROPOSAL. Together, these elements will constitute the entire Agreement superseding any and all prior negotiations, correspondence, or agreements either written or oral. The Parties have read the foregoing, understand completely the terms, and willingly enter into this Agreement. This Agreement was developed to be fair and reasonable to both parties. The terms of this Agreement will prevail over any different or additional terms in Client's purchase order or other forms provided by Client to Consultant as part of the authorization process unless agreed in writing by Consultant. The parties acknowledge that there has been an opportunity to negotiate the terms and conditions of this Agreement and agree to be bound accordingly. Consultant's acceptance of this Agreement is pending credit review and a retainer fee may be required.

Client: CITY OF CALIFOR:	NIA CITY BUILDING DEPARTMENT	Consultant: KRAZAN & ASSUCIATES, INC.			
Signature	Date	Signature	Date		
Name (Please Print)		<u>Jeffrey R Noël</u> Name (Please Print)			
Title		Project Manager Title			

# PARKER CONSTRUCTION CO.

GENRAL ENGINEERING
GENRAL CONTRACTION
CA. CONTRACTORS LIGHT
#280644 (A) & (B)
P.O. Box2426
10155 Twin Buttes Ave.
Galifornia City CA. 93504

Response to RFP: Lake View Mobile Homes Project.

Section II-D

1: I Andrew Parker the authorized representative of Parker Construction certify that all statements in the proposal are true and correct and shall constitute a warranty, the falsity of which shall entitle the City to pursue any remedy authorized by law. Which shall include the right, at the option of the City, to declare any contract made as a result thereof, to be void.

Parker construction " Lake View Mobile homes Project"

Date: 9-5-2018

Andrew Parker

2:

Legal owner: Andrew Parker DBA. Parker Construction City business license #11250 California Contractors license # 780644 (A & B) DIR. # 1000017514

Mailing address: P.O. Box 2426 California City CA. 93504

Physical Address: 10155 Twin Buttes Ave California City CA. 93505

Primary contact person: Andrew Parker Office Phone (760) 373-2382 Parker Construction Has done two jobs similar in nature to the RFP. both were for the City of California City.

1: 7325 California City Blvd. Demolition disposal and clean up of SFR.

City contact. Kristy Hightower.

2: 7824 Xavier. Demolition disposal and clean up of SFR.

City contact. Riuss Jensma.

Both jobs completed satisfactorily in a professional and timely manner.

4:

## See attached

5:

- 1: Get notice to proceed from City.
- 2: Assess site, get permit from Bldg. Dept.
- 3: Call out USA dig for utility location.
- 4: Confirm all utilities have been disconnected.
- 5: Create site safety plan for demolition.
- 6: Demolish structure and haul away.
- 7: Demolish site concrete and asphalt and haul away.
- 8: Level and final cleanup of property.
- 9: Notify Bldg department job complete.

6:

Total cost \$21,600 per unit address. (Twenty one thousand six hundred dollars and no cents.)

7:

See Attached.

Sincerely

Andrew Parker

# PARKER CONSTRUCTION CO.

CENRAL ENGINEERING
CENRAL CONTRACTING
CA. CONTRACTORS LIC.
#780644 (A) & (B)
P.O. Box2426
California City CA. 93504

(760) 373-2382

Hello I would like to introduce our company to you. Parker Construction CO. We are a locally owned and operated construction and manufacturing CO. We have been licensed, bonded and in business in California for sixteen years.

We do all types of construction including:

- :Concrete
- :Electrical, both commercial and industrial
- :Backhoe and dirt work
- :Welding
- :Stucco
- :Framing
- :Masonry
- :New construction, from ground up
- :Remodel

And anything in-between you can think of.

We specialize in Aerospace and Aviation fixturing, manufacturing, maintenance and construction.

Our client list includes.

- :NASA's Jet Propulsion lab in Pasadena
- :Typhon Labs
- :Firestar Engineering
- :Global Vigilance
- :Delphi
- :JT3
- :Tybrin
- :EAFB
- :City of California City
- :Scaled Composites

I am available to provide bids on most any job and look forward to hearing from you

Sincerely. Andrew Parker

## Dear To Whom It May Concern,

With nearly 30 years of experience in various managerial positions it is with a great deal of pleasure that I present my resume. I began my career working for Cal-Ci-Co Rock Company in 1989 and within a year became the executive operations and safety officer. I was tasked with managing all day to day operations of 5 concrete batch plants and one rock plant. I oversaw 6 plant managers and over 50 employees. I continued in this position up until January 2000 when I decided to put the skills I had acquired in this job to use in my own private construction company. I am currently the owner and manager of Parker Construction Company. I provide services to citizens throughout all of Southern California. I possess a Class A General Engineering license and a Class B General Construction license, along with a home improvement contractor certificate from the California State Contractor's Licensing Board. As a construction company owner I have oversaw numerous jobs in the home, aerospace, and other commercial sectors.

During my free time, I enjoy flying with my family to new destinations as a private pilot. I received my pilot license in 2001 and since have logged over 350 hours in seven different aircraft models. On top of my private pilot license, I hold both a high performance and complex endorsement. I also have served on the California City Municipal Airport Advisory Board from 2002 to 2006. I was Elected to the Mojave Unified School District Board in 2010 and now serve as Board President. In 2016 I was appointed to the Mojave Air and Space Port Board of Directors then elected and still serve on that Board as well. As part of my passion for flying, I love to share my experiences with young children in the Kern County community. In 2003 I began taking part as a volunteer pilot to give children the experience of flight as part of the Young Eagles Program, which I am still currently involved with.

I hope that the enclosed resume and letters of recommendation will highlight my accomplishments and showcase my expertise. My years of managerial experience have allowed me to learn many of the skills which will be vital for this project. I welcome the opportunity to meet you to discuss my experience and qualifications. I can be reached at (661)435-7482 or at parkerconstructionco@gmail.com. Thank you for your time and consideration, and I look forward to hearing from you soon.

Sincerely.

Andrew T. Parker



## **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY) 08/30/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

	ertificate holder in lleu of such endor	seme	ent(s)				ement on th	is centificate does not co	onier ri	gnts to the
PRODUCER				CONTACT Nicholas Langer						
Turner Surety & Insurance Brokerage, Inc.			PHONE (AC No. Ext): (661) 645-4974 FAX (A/C, No): (657) 900-5312							
5 Hutton Centre Drive, Suite 730			E-MAIL ADDRESS: nlanger@tsibinc.com							
Sa	nta Ana, CA 92707						SURER(S) AFFO	RDING COVERAGE		NAIC #
CA	License # 0E81386				INSURI	01: 0		nce Company		24082
INSI	RED				INSURI		<del>-</del>			
	Andrew Parker				INSURI	ED C +				
	dba: Parker Construction				INSURI					<del>-1</del>
	10155 Twin Buttes				I					
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	X COMMERCIAL GENERAL LIABILITY							PREMISES (Ea occurrence)	\$	500,000
	CLAIMS-MADE X OCCUR							MED EXP (Any one person)	\$	15,000
Α		X		BKS58134683		07/18/2018	07/18/2019	PERSONAL & ADV INJURY	\$	1,000,000
		1				}		GENERAL AGGREGATE	\$	2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							PRODUCTS - COMP/OP AGG	\$	2,000,000
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	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	<u> </u>	1,000,000
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	ALL OWNED SCHEDULED AUTOS	^		BKS58134683		07/18/2018	0//10/2019	BODILY INJURY (Per accident)	\$	
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	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE		
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	•••				AUTHORIZED REPRESENTATIVE					
					Nicholas Langer Add I					
						-				

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **COMMERCIAL GENERAL LIABILITY EXTENSION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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## A. NON-OWNED AIRCRAFT

Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, exclusion g. Aircraft, Auto Or Watercraft does not apply to an aircraft provided:

- 1. It is not owned by any insured;
- 2. It is hired, chartered or loaned with a trained paid crew;
- The pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating her or him a commercial or airline pilot; and
- 4. It is not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply if there is available to the insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this policy), contingent or on any other basis, that would also apply to the loss covered under this provision.

#### B. NON-OWNED WATERCRAFT

Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, Subparagraph (2) of exclusion g. Aircraft, Auto Or Watercraft is replaced by the following:

This exclusion does not apply to:

- (2) A watercraft you do not own that is:
  - (a) Less than 52 feet long; and
  - (b) Not being used to carry persons or property for a charge.

## C. PROPERTY DAMAGE LIABILITY - ELEVATORS

- Under Paragraph 2. Exclusions of Section I Coverage A Bodily Injury And Property Damage Liability, Subparagraphs (3), (4) and (6) of exclusion j. Damage To Property do not apply if such "property damage" results from the use of elevators. For the purpose of this provision, elevators do not include vehicle lifts. Vehicle lifts are lifts or hoists used in automobile service or repair operations.
- The following is added to Section IV Commercial General Liability Conditions, Condition 4. Other Insurance, Paragraph b. Excess Insurance:

The insurance afforded by this provision of this endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

## D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)

If Damage To Premises Rented To You is not otherwise excluded from this Coverage Part:

- 1. Under Paragraph 2. Exclusions of Section I Coverage A Bodily Injury and Property Damage Liability:
  - a. The fourth from the last paragraph of exclusion j. Damage To Property is replaced by the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, smoke, or leakage from an automatic fire protection system) to:

- (i) Premises rented to you for a period of 7 or fewer consecutive days; or
- (ii) Contents that you rent or lease as part of a premises rental or lease agreement for a period of more than 7 days.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" to contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in Section III - Limits of Insurance.

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Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III - Limits Of Insurance.

- Paragraph 6. under Section III Limits Of Insurance is replaced by the following:
  - 6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to:
    - a. Any one premise:
      - (1) While rented to you; or
      - (2) While rented to you or temporarily occupied by you with permission of the owner for damage by fire, lightning, explosion, smoke or leakage from automatic protection systems; or
    - b. Contents that you rent or lease as part of a premises rental or lease agreement.
- 3. As regards coverage provided by this provision D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage) Paragraph 9.a. of Definitions is replaced with the following:
  - 9.a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with the permission of the owner, or for damage to contents of such premises that are included in your premises rental or lease agreement, is not an "insured contract".

## E. MEDICAL PAYMENTS EXTENSION

If Coverage C Medical Payments is not otherwise excluded, the Medical Payments provided by this policy are amended as follows:

Under Paragraph 1. Insuring Agreement of Section I - Coverage C - Medical Payments, Subparagraph (b) of Paragraph a. is replaced by the following:

(b) The expenses are incurred and reported within three years of the date of the accident; and

## F. EXTENSION OF SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

- 1. Under Supplementary Payments Coverages A and B, Paragraph 1.b. is replaced by the following:
  - b. Up to \$3,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- 2. Paragraph 1.d. is replaced by the following:
  - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

## G. ADDITIONAL INSUREDS - BY CONTRACT, AGREEMENT OR PERMIT

- Paragraph 2. under Section II Who Is An Insured is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract, written agreement or permit. Such person or organization is an additional insured but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by:
  - a. Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your on going operations for the additional insured that are the subject of the written contract or written agreement provided that the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" is committed, subsequent to the signing of such written contract or written agreement; or

- b. Premises or facilities rented by you or used by you; or
- The maintenance, operation or use by you of equipment rented or leased to you by such person or organization; or
- d. Operations performed by you or on your behalf for which the state or political subdivision has issued a permit subject to the following additional provisions:
  - (1) This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of the operations performed for the state or political subdivision;
  - (2) This insurance does not apply to "bodily injury" or "property damage" included within the "completed operations hazard".
  - (3) Insurance applies to premises you own, rent, or control but only with respect to the following hazards:
    - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
    - (b) The construction, erection, or removal of elevators; or
    - (c) The ownership, maintenance, or use of any elevators covered by this insurance.

#### However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to Paragraph 1.a. above, a person's or organization's status as an additional insured under this endorsement ends when:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

With respect to Paragraph 1.b. above, a person's or organization's status as an additional insured under this endorsement ends when their written contract or written agreement with you for such premises or facilities ends.

With respects to Paragraph 1.c. above, this insurance does not apply to any "occurrence" which takes place after the equipment rental or lease agreement has expired or you have returned such equipment to the lessor.

The insurance provided by this endorsement applies only if the written contract or written agreement is signed prior to the "bodily injury" or "property damage".

We have no duty to defend an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured as required in Paragraph b. of Condition 2. Duties In the Event Of Occurrence, Offense, Claim Or Suit under Section IV - Commercial General Liability Conditions.

2. With respect to the insurance provided by this endorsement, the following are added to Paragraph 2. Exclusions under Section I - Coverage A - Bodily Injury And Property Damage Liability:

This insurance does not apply to:

- a. "Bodily injury" or "property damage" arising from the sole negligence of the additional insured.
- b. "Bodily injury" or "property damage" that occurs prior to you commencing operations at the location where such "bodily injury" or "property damage" occurs.
- c. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

- d. "Bodily injury" or "property damage" occurring after:
  - (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
  - (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- e. Any person or organization specifically designated as an additional insured for ongoing operations by a separate ADDITIONAL INSURED -OWNERS, LESSEES OR CONTRACTORS endorsement issued by us and made a part of this policy.
- With respect to the insurance afforded to these additional insureds, the following is added to Section III

   Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement; or
- b. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declaratio ns.

## H. PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED EXTENSION

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

Condition 4. Other Insurance of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

a. The following is added to Paragraph a. Primary Insurance:

If an additional insured's policy has an Other Insurance provision making its policy excess, and you have agreed in a written contract or written agreement to provide the additional insured coverage on a primary and noncontributory basis, this policy shall be primary and we will not seek contribution from the additional insured's policy for damages we cover.

When a written contract or written agreement, other than a premises lease, facilities rental contract or agreement, an equipment rental or lease contract or agreement, or permit issued by a state or political subdivision between you and an additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the additional insured is designated as a Named Insured.

Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the additional insured has been added as an additional insured on other policies.

## I. ADDITIONAL INSUREDS - EXTENDED PROTECTION OF YOUR "LIMITS OF INSURANCE"

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

1. The following is added to Condition 2. Duties In The Event Of Occurrence, Offense, Claim or Suit:

An additional insured under this endorsement will as soon as practicable:

- a. Give written notice of an "occurrence" or an offense that may result in a claim or "suit" under this insurance to us:
- Tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the additional insured; and
- c. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.
- d. We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured.
- 2. The limits of insurance applicable to the additional insured are those specified in a written contract or written agreement or the limits of insurance as stated in the Declarations of this policy and defined in Section III Limits of Insurance of this policy, whichever are less. These limits are inclusive of and not in addition to the limits of insurance available under this policy.

# J. WHO IS AN INSURED - INCIDENTAL MEDICAL ERRORS / MALPRACTICE WHO IS AN INSURED - FELLOW EMPLOYEE EXTENSION - MANAGEMENT EMPLOYEES

Paragraph 2.a.(1) of Section II - Who Is An Insured is replaced with the following:

- (1) "Bodily injury" or "personal and advertising injury":
  - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
  - (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1) (a) above;
  - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1) (a) or (b) above; or
  - (d) Arising out of his or her providing or failing to provide professional health care services. However, if you are not in the business of providing professional health care services or providing professional health care personnel to others, or if coverage for providing professional health care services is not otherwise excluded by separate endorsement, this provision (Paragraph (d)) does not apply.

Paragraphs (a) and (b) above do not apply to "bodily injury" or "personal and advertising injury" caused by an "employee" who is acting in a supervisory capacity for you. Supervisory capacity as used herein means the "employee's" job responsibilities assigned by you, includes the direct supervision of other "employees" of yours. However, none of these "employees" are insureds for "bodily injury" or "personal and



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advertising injury" arising out of their willful conduct, which is defined as the purposeful or willful intent to cause "bodily injury" or "personal and advertising injury", or caused in whole or in part by their intoxication by liquor or controlled substances.

The coverage provided by provision J. is excess over any other valid and collectable insurance available to your "employee".

## K. NEWLY FORMED OR ADDITIONALLY ACQUIRED ENTITIES

Paragraph 3. of Section II - Who Is An Insured is replaced by the following:

- 3. Any organization you newly acquire or form and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
  - a. Coverage under this provision is afforded only until the expiration of the policy period in which the entity was acquired or formed by you;
  - Coverage A does not apply to "bodily injury" or "property damage" that occurred before you
    acquired or formed the organization; and
  - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
  - d. Records and descriptions of operations must be maintained by the first Named Insured.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations or qualifies as an insured under this provision.

## L. FAILURE TO DISCLOSE HAZARDS AND PRIOR OCCURRENCES

Under Section IV - Commercial General Liability Conditions, the following is added to Condition 6. Representations:

Your failure to disclose all hazards or prior "occurrences" existing as of the inception date of the policy shall not prejudice the coverage afforded by this policy provided such failure to disclose all hazards or prior "occurrences" is not intentional.

## M. KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Under Section IV - Commercial General Liability Conditions, the following is added to Condition 2. Duties In The Event of Occurrence, Offense, Claim Or Suit:

Knowledge of an "occurrence", offense, claim or "suit" by an agent, servant or "employee" of any insured shall not in itself constitute knowledge of the insured unless an insured listed under Paragraph 1. of Section II - Who Is An Insured or a person who has been designated by them to receive reports of "occurrences", offenses, claims or "suits" shall have received such notice from the agent, servant or "employee".

## N. LIBERALIZATION CLAUSE

If we revise this Commercial General Liability Extension Endorsement to provide more coverage without additional premium charge, your policy will automatically provide the coverage as of the day the revision is effective in your state.

#### O. BODILY INJURY REDEFINED

Under Section V - Definitions, Definition 3. is replaced by the following:

"Bodily Injury" means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease. Exclusion a. of COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY is replaced by the following:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

Q. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - WHEN REQUIRED IN A CONTRACT OR AGREEMENT WITH YOU

Under Section IV - Commercial General Liability Conditions, the following is added to Condition 8. Transfer Of Rights Of Recovery Against Others To Us:

We waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed" operations hazard" provided:

- 1. You and that person or organization have agreed in writing in a contract or agreement that you waive such rights against that person or organization; and
- The injury or damage occurs subsequent to the execution of the written contract or written agreement.



DATE: September 1, 2018

Attention:

City of California City

21000 Hacienda Blvd; California City, CA 93505

Re:

Andrew Parker, DBA: Parker Construction, Workers' Compensation Exemption Certification

proposal:

Project Name: Lakeview Mobile Home Project

To whom it may concern;

## I, Andrew Parker, hereby certify:

- 1. My business, referenced above as Andrew Parker, is a Sole Proprietorship in the State of California.
- 2. I am the sole owner.
- 3. I do not employ any persons.
- 4. Under California Labor Code 3700 I am not required to carry Workers' Compensation insuranceas a Sole Proprietor.
- 5. The California State Contractors' License Board does not require me to maintain workers' compensation coverage on myself and I am certified exempt from maintaining workers' compensation with the Contractors' State License Board.
- 6. I agree to be solely responsible for any injuries/illness/death to myself for the purpose of completing the obligations contained in the referenced job/contract.
- 7. I agree to collect current certificates of insurance evidencing workers' compensation from any subcontractors performing work on this project or on my behalf.
- 8. I agree to enforce all insurance requirements specified in the bid with any subcontractors, including any waiver of subrogation and additional insured requirements.

I agree to indemnify, defend and hold harmless the City of California City, its officers, officials, employees and volunteers from any and all claims for bodily injury, illness, including death, and disability brought by myself, directly or indirectly, from my business with City of California City. I also agree that I, will not seek Workers' Compensation and Employers' Liability claims and/or benefits from City of California City.

I certify under penalty of perjury under the laws of the State of California that the information provided on this Exemption is true and accurate. In consideration of this exemption ,City of California City agrees to waive the requirement that I carry Workers' Compensation and Employers' Liability insurance in order to engage in business.

Sincerely,

Andrew Parker

**Parker Construction** 

## Andrew T. Parker

P.O. Box 2426 California City CA 93504 (661) 435-7482

parkerconstructionco@gmail.com

## Professional Experience

Owner

6/00- Present

Parker Construction CompanyCalifornia City CA.

Licensed

Class A General Engineering

Class B General Construction

HIC, Home Improvement Contractor

- Operate and manage all aspects of the company specializing in municipal city andairport facilities construction and aerospaceinfrastructure fabrication
  - Firestar Technologies Design and construct rocket propulsion test facilities (Mojave Air and Space Port)
  - Scaled Composites Aerospace facilities infrastructure improvements (Mojave Air and Space Port)
  - Global Vigilance Facilities improvements and general maintenancefor a military drone operators training facility (Edwards Air Force Base)
  - California City Police Department Construction and maintenance of police/fire department and other city facilities

## **Executive Operations & Safety Officer**

1/89-6/00

Cal-Ci-Co Rock Company Inc.

California City CA

- Led the operations and safety department for a multi-site mining and concrete production company
- Authored and implemented safety and environmental policy for mining, concrete production and truck-shop facilities
- Created the maintenance schedules for four concrete production plants, two truck and heavy equipment maintenance and repair facilities and one open pit mining facility
- Led personnel implementing company operations including dispatchers, plant operators, heavy equipment operators, truck drivers and mechanics

## Related Experience

Licensed Private Pilot since 2001 (Logged over 350 Hrs in seven aircraft models) Aircraft Owner

Mentor FIRST Robotics (2008-2010)

Honorary Commander for Edwards Air Force Base (2013-2014)

Served for four years on the California City Municipal Airport Advisory Board (2002-2006)

Volunteer for the Young Eagles Program (2003- Current)

Board Trustee for the Mojave Unified School District (2010-Present)

CCPD Patrolman for the Volunteer Desert Incent Response Team (DIRT) (2009 –Present)

Mojave Air and Space Port Board of Trustees (2016 to present)

#### Professional References Upon Request

## CITY COUNCIL September 25, 2018

To: Mayor and Council

From: Police Chief Hurtado

Subject: Proposed Ordinance: Amending Chapter 3 of Title 4 to include Bird Dog Trials

## Background:

Designated park/camp areas in Second Community are used by American Kennel Club affiliated bird dog field trials during the cooler months of the year. These recognized bird dog clubs, including but not limited to the California Brittany Club, Viszla Club of Southern California, and the German Shorthaired Pointer Club of California have historically used Camp H/Park H area for bird dog field trial events. It has been determined that these clubs use a limited amount of live-fire in the retrieval qualifying portion of the trials. It is the wish of the Police Department to closely monitor this portion of the trials to allow the clubs to continue to hold their events in California City. In so doing, the Department asks to amend the city municipal code to determine the circumstances that would allow the use of live-fire for the bird dog field trials.

## Recommendation:

It is the recommendation of this department that city council adopt the proposed amendment to the city municipal code under Chapter 3, Section 4-3.07 as an addition to the code. A copy of Chapter 3 with all sections and the amended section is attached to this staff report. Motion to Give First Reading, by Title only, with Further Reading waived of

## **Financial Impact:**

There is no anticipated financial impact in the negative. The proposed coverage of these events will be covered by each individual club via cost recovery. This cost recovery will follow the city's master fee schedule, typically \$50.00 per hour of time officers will cover the live-fire portion of the field trials.

The finance director has reviewed the staff report and finds the recommendations to be within the budget constraints of the program.

**Environmental impact:** None

Submitted: Chief Hurtado

#### ORDINANCE NO.

# ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CALIFORNIA CITY, CALIFORNIA AMENDING CHAPTER 3 (FIREARMS) OF TITLE 4 (PUBLIC SAFETY) OF THE CALIFORNIA CITY MUNICIPAL CODE REGULATING FIREARMS

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CALIFORNIA CITY DOES ORDAIN AS FOLLOWS:

**SECTION 1.** Chapter 3 (Firearms) of Title 4 (Public Safety) is hereby deleted and replaced with the following:

## Sec.4-3.01. Scope.

This chapter regulates the use of firearms, bows and arrows.

## Sec.4-3.02. Prohibited Use and Definitions.

- (a) No person shall fire, discharge, shoot, or operate a firearm or compressed air gun except as follows:
  - 1. a peace officer acting in his official line of duty;
  - 2. when it may be necessary to do so to protect life or property; or
  - 3. as expressly permitted in this Chapter 3.
- (b) or purposes of this Chapter 3 the following terms shall be defined as follows:
  - Firearm shall mean a gun, revolver, pistol, firearm, or device designed or intended to discharge, or capable of discharging, a dangerous missile propelled by an explosive substance.
  - 2. Compressed air gun shall mean a device capable for propelling pellets of other projectiles by means of compressed air.
  - 3. Projectile weapon shall mean a long bow, cross-bow or other device to propel an arrow or other similar projectile.
  - 4. Discharge shall mean to discharge, shoot, or operate a firearm, compressed air gun, or projectile weapon.

## Sec.4-3.03. Use by Minors.

Unless accompanied by, and under the direct care and control of an adult person, no person shall sell, give, loan, or furnish a firearm to a person younger than eighteen (18) years.

## Sec. 4-3.04. Compressed Air Guns.

It shall be unlawful for any minor to have in possession a compressed air gun unless accompanied by and under the direct supervision and control of a person over the age of twenty-one (21) years.

# Sec. 4-3.05. Shooting Ranges.

- (a) Firearms and compressed air guns may be fired, discharged, shot or operated at a shooting range established or permitted by the City.
- (b) Persons desiring to obtain a permit for the operation of a shooting range shall make application to the Chief of Police for a permit. The Chief of Police may grant such application and issue such permit upon finding that:
  - The shooting range includes a permanent layout which will insure that the activities occurring at the range will not present a hazard to neighboring property owners;
  - 2. The shooting range will be operated by a gun club or other organization capable of insuring that the shooting range will be operated in a safe manner;
  - The applicant has agreed to indemnify the City from any costs, liability or damages, including attorney's fees, which may arise out of the operation of the shooting range and agrees to provide appropriate insurance to cover such casualties;
  - 4. The proposed range is located in a zone where such use is permitted.
- (c) The Chief of Police shall report the decision with respect to applications for shooting range permits to the City Council at the next regular Council meeting following the Chief's decision. The decision of the Chief may be appealed by any interested person to the City Council by filing a written request therefor within 30 days after the date that the Chief reports his decision to the City Council. In the event of such an appeal, the City Council shall conduct a public hearing to determine whether such a permit should be granted. The hearing before the Council shall be proceeded by at least five days prior to public notice and written notice to the appellant. The decision of the City Council shall be final.

# Sec. 4-3.06. - Bows and Arrows.

No person shall use a projective weapon within any residential zone or within 660 feet of a residential dwelling.

# Sec. 4-3.07. Bird Dog Trials

- (a) Recognized competition bird dog field trial clubs may discharge, shoot, or operate a firearm in the course of activities related to the training and field trials for bird dogs at any time during the daylight hours from the first day of October to the thirty-first day of March, both dates inclusive, upon receipt of a written permit from the City.
- (b) Persons desiring to obtain a permit for the discharge of a firearm in connection with a bird dog trial shall make application to the Chief of Police in writing no less than 90 days prior to the intended date of discharge. The Chief of Police, in his or her sole and absolute discretion, may grant such application and issue a permit upon finding that:
  - 1. The application contains the name of the recognized bird dog field trial club and the names of its officers, the date and location of the trial.

- 2. The bird dog field trial location is not situated in such location as would represent potential harm to the public, participants, members, and individuals associated with the event.
- 3. That reasonable and sufficient safety and security measures are being implemented to safeguard the health and safety of the public, participants, members, and individuals associated with the event.
- 4. All firearms to be utilized, and operators thereof, shall be in full compliance of all state and federal laws pertaining to firearms.
- 5. The trial is being conducted by a bona fide club in good standing with American Kennel Club.
- 6. All participants in the event are and will be in good standing with their respective bird dog field trial club.
- 7. All participants, members, individuals associated with the event shall be required to release, waive, discharge and covenant not to sue the City of California City, its departments, officers, employees and agents, from any and all liability to participant, its officers, employees and agents, for all losses, injury, death or damage, and any claims or demands thereto, on account of injury to person or property, its officers, employees or agents, in reference to the activities authorized by this permit.
- 8. All participants, members, and individuals associated with the event shall be required to indemnify, defend, and save harmless, the City of California City, its departments, officers, employees and agents, from any and all claims and demands, for all loss, injury, death or damage, that any person or entity may have or make, in any manner, arising out of any occurrence related to (1) issuance of this permit; (2) the activities authorized by this permit; and (3) the use or occupancy of the premises which are the subject of this permit by the
- (c) When an application is approved, a permit shall be issued after the payment of a fee for each day upon which the trials are conducted as determined by the City Master Fee Schedule. The City shall supervise all such trials and shall enforce all laws and city regulations governing them.
- (d) Bird dog field trail events shall be held only in the area generally to the east and southeast of Camp H at the intersection of Tulane and Rice Ave. or as expressly approved in writing by the Chief of Police.

<u>SECTION 2:</u> If any section, subsection, sentence, clause or phrase or word of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction or preempted by state legislation, such decision of legislation shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of California City hereby declares that it would have passed this Ordinance and each and every section, subsection, sentence, clause or phrase or word not declared unconstitutional without regard to any such decision or preemptive legislation.

**SECTION 3:** Any provision of the California City Municipal Code or appendices thereto inconsistent with the provisions of the Ordinance, to the extent of such inconsistencies

and no further, are repealed or modified to that extent necessary to affect the provisions of this Ordinance.

**SECTION 4:** The Mayor shall sign, and the City Clerk shall sign, and the City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published and posted pursuant to the provisions of law in that regard and this Ordinance shall take effect 30 days after its final passage.

This ordinance was introduced on Septembe, 2018, by the following vo	•
AYES:	
NOES:	
ABSENT:	
	Jennifer Wood, Mayor
ATTEST:	APPROVED AS TO FORM:
Denise Hilliker, City Clerk	Christian Bettenhausen, City Attorney

# CITY COUNCIL

September 25, 2018

TO: Mayor and Council

FROM: Craig Platt, Public Works Director

SUBJECT: Proposed Airport Event: 2018 Race of Champions "Giant Scale Pylon Racing"

# **BACKGROUND:**

Last year the City approved the successful 2017 Race of Champions event held at the California City Municipal Airport. The organization has approached the City again to repeat their event for October 11-14, 2018. Their objectives for this race are to:

- Have a safe and fun event
- Promote the sport of RC racing
- Accrue funds for the future development of California City-based airplane race events

The main goal of staff is to maintain a safe environment for both the public and the airport, while promoting the event. In order to achieve this goal, the City is following the appropriate rules under the FAA, and the Department of Transportation: Division of Aeronautics. Staff has been working diligently with Jeff Wheless, the organizer and safety officer for the event. One of our main focuses has been on assuring that there are no obstructions in the runway object free area (ROFA). This area is mandated by the FAA and involves the area 250 feet from the runway centerline to the north or south of the runway. All aspects of this race are outside these perimeters except for the plastic pilot station barriers. In order to facilitate this safety feature for the pilots the city has required these barriers to be mobile. With city staff monitoring the radio at all times for incoming or outgoing aircraft, it is possible for the barriers to be moved out of this area, with sufficient time to spare. Airport staff will be on-site throughout the course of this event.

All departments have reviewed the event details and have provided requirements for compliance. Also a Certificate of Liability Insurance has already been provided to the City.

# **RECOMMENDATION:**

Staff recommends the council approve the 2018 Race of Champions "Giant Scale Pylon Racing" to be held on October 11-14, 2018 at the California City Municipal Airport.

# **FISCAL IMPACT:**

The promoter of the event has agreed to pay all fees associated with the race. This includes the event permit fee, staff overtime, fire department inspection, RV parking and hook ups.

NB 4.



# **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY) 5/17/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRO	DUCE	R					CONTA	CT .				<del></del>
		arry A. Koch Co.					NAME: PHONE			FAX		
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DES	CRIPT	ION OF OPERATIONS	LOCATIONS / VEHIC	LES (	ACORE	101, Additional Remarks Schedu	le, may b	e attached if more	space is require	ed)		
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Operational Ris							eet	AC	TIVI	TY: USRA Race of Cha	ampions	Date: 11-14 Octob	er 2018
STEP 1 ANALYZE THE HAZARDS					Α	SSE		EP 2		KS	STEP 3 & 4 ANALYZE THE RISKS & DECIDE HOW TO CONTROL THEM	STEP 5  IMPLEMENT RISK  CONTROLS	STEP 6 SUPERVISE
Brainstorm	i	w lik	ely is	s the		1	w se			Rack & stack	Control Options Which would you use?	Turn Controls Into Good habits	Monitor & Tweak
List all potential hazards. The order you list them does not matter.	FREQUENT	LIKELY	OCCASIONAL	SELDOM	UNLIKELY	CATASTROPHIC	CRITICAL	MODERATE	NEGLIGIBLE	First, look at the risk matrix to determine the risk level.  Second, list the risks under the corresponding risk level.	What would you do? 1. Engineer 2. Guard 3. Improve Task design 4. Limit Exposure 5. Select Personnel 6. Train & Educate 7. Warn 8. Motivate 9. Reduce Effects 10. Rehabilitate	What do you need to keep in mind as you implement each?	What symptoms of success or inefficiency might there be for each risk?
Vehicle Collision					X	X				Medium	5, 6, 8, 9	Vehicle inspection	Defensive driving
												Pre-trip briefing	Proper occupant behave
												Spotters	Good vehicle condition
									<u>  L</u>				
Venue Hazards											4,6,7		
Slip/Trip/Fall		X						Ш	X	Medium		Situational awareness	Proper movement
Noise		X						Ш	X	Medium		Hearing protection	PPE in place
A/C movement						$\Box$	X	Ш		High		Situational awareness	Enforcement of deadling
Dust	X								X	Medium		Eye protection	PPE in place
-Rotating props	X		H			H	M			High	2, 4, 6,7,9	Personnel location	Enforcement of behind
Other Environmental													
Dehydration	П	M	X						X	Low		Frequent hydration	Scheduled breaks, hydg
Sun	$\sqcap$	П	IX						X	Low		Sunscreen, clothing	Shelter, limit exposure
	П		TH			Ш	IM						

# 2018 Race of Champions Giant Scale Pylon Racing

California City, California October 11-14, 2018













Save our Lakel

Melcone; Inectators

Thursday, 10/11 Tech day with test and tuning flights,

8:30 am - 5:00 pm

Friday, 10/12 Heat races, 8:30 am - 5:00 pm

Saturday, 10/13 Heat races, 8:30 am - 5:00 pm.

Speed Dash after hunch

Sunday, 10/14 Trophy races, 8:30 am - 1:00 pm

An AMA Sanctioned Event

Website: usrainfo.org

Race Site: California City Municipal Airport, California

Classes: Unlimited, Unlimited Gas, Formula One Pro, Formula One GT, Sportsman

Entry Fees: Unlimited/Unlimited Gas/Formula One Pro \$225, Formula One GT \$185, Sportsman \$65

Registration: Online at RCFlightDeck.com/event/8112

For More Information: Jeff Wheless, usraroc@wheless.com, (480) 239-2414

All entries must be registered by August 31, 2018 or a \$75.00 late fee will apply.

Cancellations must be received before September 15, 2018 for a refund of registration fees less a \$25 handling charge.

USRA giant scale air racing is patterned after the Reno National Championship Air Races as a way to bring the excitement, sound, color and history of air racing up close to the public and the world of radio control enthusiasts. Since its inception, giant scale air racing has evolved steadily into a sport where speed and technology advancements know no bounds. Speeds reaching well in excess of 250 miles per hour make giant scale air racing one of the fastest motor sports in the world!



# 2018 USRA Race of Champions Event Briefing

# **Purpose**

Host a successful Academy of Model Aeronautics (AMA) sanctioned giant scale airplane racing event meeting the objectives of the Antelope Valley Audubon Society (AVAS), California City (City), and the Unlimited Scale Racing Association (USRA). It is anticipated that this will be an ongoing annual event, with ongoing growth in the number of competitors and spectators.

# **Objectives**

- 1. Raise money for the restoration of Central City Lake
- 2. Have a safe and fun event
- 3. Promote the sport of RC racing
- 4. Accrue funds for the future development of California City-based airplane race events

### **Details:**

October 11-14, 2018 event date. Setup day is on October 10, 2018. The airport remains 100% operational during the entire time as done in the 2017 event.

With additional marketing and purses, our goal is to triple pilot and class registrations.

Building on this years' local involvement success, we intend to achieve stronger community marketing outside California City (Lancaster, Mojave, ...).

To ensure depth of racing and achieve a critical mass, we intent to focus on 4 classes: Unlimited, Unlimited Gas, Formula One and Sportsman.

To attract more pilots and spectators, we intent to offer significant purses for the three classes.

Event organizers coordinate closely with Edwards Air Force Base, the Federal Aviation Administration (FAA) and California City officials to ensure a safe event for all stakeholders and that there is no interference with ongoing activities such as medical flights from the airport. The 2017 event demonstrated positive communication with all stakeholders. The FAA was complimentary on the safety focus and proactive coordination.

Safety is our top priority. Event staff monitor aviation radio frequencies. In the event of an incoming or departing aircraft, all model aircraft are immediately brought to the ground to avoid any airspace conflict. Multiple medical flights occurred during the 2017 event, with no hindrance nor delay to public safety.



### Agenda:

Wednesday, 10/10 Race course setup, 10:00am – 5:00 pm

Thursday, 10/11 Tech day with test and tuning flights, 8:30 am – 5:00 pm

Friday, 10/12 Heat races, 8:30 am - 5:00 pm

Saturday, 10/13 Heat races, 8:30 am - 5:00 pm

Sunday, 10/14 Trophy races, 8:30 am - 1:00 pm

Site clean-up, 1:00pm-4:00pm

# **2017 USRA Race of Champions Recap and Marketing Results:**

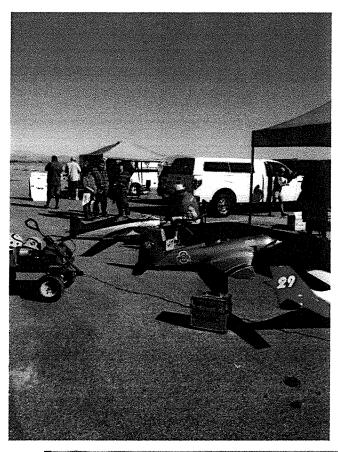
The Unlimited Scale Racing Association (USRA) 2017 Race of Champions proved once again how exciting giant-scale pylon racing can be, with fast action racing and speeds that routinely exceed that of NASCAR and Formula One motor sports. This year's event had the highest level of attendance and class registration in last 5 years (32 class entries fielding five classes). Many giant scale racers who have not raced in USRA for many years returned for this event.

Held at the California City Airport, the Race of Champions is a test of skills and endurance as pilots keep their airplanes in the running over three days, building to the winner take all championship trophy races held on the final day. The California City Airport location drew significant more interest, both in 2017 and future event expressed interest, than from the prior dry lake location. We ensured strong community involvement: Antelope Valley Audubon Society, California City, Boy Scout Troop 413, Edwards Air Force Base Civil Air Patrol.

The event garnered premiere front page coverage on Flying Giants (2,510 impressions), coverage in Mojave Desert News and significant interest on USRA Facebook page (facebook.com/GoUSRA, 14,200 organic/non-paid impressions and 58% increase in page likes form January 2017), signage posted prominently throughout California City.

We had the strongest sponsorship in recent years: Antelope Valley Ford, APC Propellers, Desert Aircraft, Futaba, Horizon Hobby, Ritch's Brew, Team Extra Air Racing and Tru-Turn. With over \$8,000 in prizes and cash purses at stake, pilots and crew compete fiercely, but do whatever it takes to help each other out in the pits to keep all the planes up and running.















# USRA RC 'Race of Champions' comes to Cal City Airport

By Kane Wickham | Posted: Friday, October 27, 2017 10:52 am

California City- The AV Audubon Society under President Don Groeschl hosted a fund raising event like no other seen in Cal City before. The Audubon Society is aiding the City in the restoration of The Lake Central Park and the waterfall that used to be the crowned jewel of the city. The 22 acre man-made lake is also a famous stop off point for migratory birds of all feathers, hence the Audubon Society's interest in helping restore it.

Last weekend starting Thursday and running all weekend long through Sunday, the USRA-(Unlimited Scale Racing Association) hosted their annual Race of Champions Radio Control plane races in Cal City at CCMA (Cal City Municipal Airport).



RC Race of Champions 10-21-22-17

A scale Reno Racer at USRA RC 'Race of Champions' Cal City airport 10-22-17

The group under USRA Race Promoter Jeff Wheless brought out the scale model RC 'Reno Racers' for the event as is sanctioned by the organization. The Reno Racer RC planes must be scale versions of the real planes that have flown in the famous Reno Air Races AKA The National Championship Air Races, starting back in 1964. For all but the unlimited class all planes must also be similarly outfitted power wise.

Dozens of race teams descended upon Cal City for the annual air shindig with race promoter Jeff Wheless explaining that the group had been operating out of Parker Dry Lake Bed most recently and to be able to return to an actual airport was a most welcome affair for them. They look forward to coming back to Cal city to do it again next year if possible.

Good crowds turned out for the event all weekend despite Friday morning's winds that kept the races from starting proper. They caught back up Saturday with a beautiful day and Sunday as well making up for the lost morning.

The races ended Sunday around 1 p.m. with a raffle and prizes afterward. The Boy Scouts local Troop 413 was on hand all weekend hosting their booth on the tarmac as was the Av Audubon Society inside Foxy's restaurant where Glen and Jamie were running specials all weekend long for the crowds that came to town.

A very well hosted and received event that no doubt will come back again after the success of this race. The Audubon Society has other such events planned for Cal City including the full size air racers next year, formula racing in Cal City and a host of other exciting events to help fund the restoration of our lake and waterfall. Job well done and what a weekend in Cal City!



### **About the USRA:**

Created in 1991 by Tom Easterday and Cliff Adams, giant scale air racing is patterned after the Reno National Air Races as a way to bring the excitement, sound, color and history of air racing up close to the public and the world of radio control enthusiasts. Since its inception, giant scale air racing has evolved steadily into a sport where speed and technology advancements know no bounds. Speeds in excess of 250 miles per hour make giant scale air racing one of the fastest motor sports in the world!

For more details, please visit <u>www.usrainfo.org</u> or <u>www.facebook.com/gousra</u>.

# L71 Giant Scale Racing Diagram Course Temporary Element Positions

Temporary Element	Location	Notes
Antenna Structure/Pylon #1	500 feet from end of runway and 340 feet lateral (North) from runway centerline	12 foot height with flag. Can be removed or dropped horizonal during non-racing times.
Antenna Structure/Pylon #2	2100 feet from end of runway and 340 feet lateral (North) from runway centerline	12 foot height with flag. Can be removed or dropped horizonal during non-racing times.
Pilot Station	1300 feet from end of runway and 50 or 75 feet lateral (South) from runway centerline	3 foot plastic safety barrier. Can be removed or dropped horizonal during non-racing times.
Lap Counter/Timer Station	1300 feet from end of runway and 330 feet lateral (South) from runway centerline	7 foot shade canopy and table. Can be removed or dropped horizonal during nonracing times.
Pylon Judge Station #1	500 feet from end of runway and 380 feet lateral (South) from runway centerline	7 foot shade canopy and table. Can be removed or dropped horizonal during nonracing times.
Pylon Judge Station #2	2100 feet from end of runway and 380 feet lateral (South) from runway centerline	7 foot shade canopy and table. Can be removed or dropped horizonal during nonracing times.

0.5'' = 400 feet

L71 Proposed Event Layout